

Exhibit A

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24 UNITED STATES DISTRICT COURT

25 NORTHERN DISTRICT OF CALIFORNIA

26 YOTTA TECHNOLOGIES INC.,
 27 Plaintiff,
 28 v.
 29 EVOLVE BANCORP, INC. and EVOLVE
 30 BANK & TRUST,
 31 Defendants.

32 Case No. 3:24 CV-06456-TLT

33 **DEFENDANT EVOLVE BANK &**
TRUST'S OBJECTIONS AND
RESPONSES TO YOTTA
TECHNOLOGIES INC.'S FIRST
REQUEST FOR PRODUCTION OF
DOCUMENTS AND THINGS

1 PROPOUNDING PARTY: YOTTA TECHNOLOGIES INC.

2 RESPONDING PARTY: EVOLVE BANK & TRUST

3 SET NUMBER: ONE

4 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendant Evolve
 5 Bank & Trust (“Evolve” or “Defendant”) submits the following objections and responses to
 6 Plaintiff Yotta Technologies Inc.’s (“Yotta”) First Request for Production of Documents and
 7 Things (the “Requests”).

8 **PRELIMINARY STATEMENT**

9 Evolve’s responses to the Requests are based on information reasonably available to Evolve
 10 at this time. Evolve anticipates that further documents may be discovered as discovery in this case
 11 progresses, and therefore reserves the right to modify or supplement its responses with any
 12 information or documents that may be subsequently discovered. Evolve assumes no obligation to
 13 voluntarily supplement or amend these responses to reflect information, evidence, documents, or
 14 things discovered following service of these responses, except to the extent required by Federal
 15 Rule of Civil Procedure 26(e). No response herein should be construed to be a representation that
 16 documents responsive to the Requests in fact exist. Neither these responses nor the production of
 17 documents by Evolve should be deemed to be an admission of the truth or accuracy of any
 18 characterization or conclusion contained in the Requests, or as to the admissibility of the requested
 19 information or documents. To the extent that any Request seeks documents that are also sought by
 20 or identified pursuant to any other Request, Evolve declines to produce or identify multiple copies
 21 of such documents, and states that each document produced or identified pursuant to any Request
 22 is also produced pursuant to every other Request to which it is or may be responsive.

23 **GENERAL OBJECTIONS**

24 Evolve asserts the following General Objections to the Requests. These objections apply
 25 to all of Evolve’s responses and shall be deemed incorporated to each and every specific Request.
 26 To the extent that a particular General Objection is cited in a specific response, it is provided
 27 because it is believed to be particularly applicable to the specific Request, and all other General

1 Objections still apply to that response and are not waived. The lack of a specific objection by
 2 Evolve to a particular, individual Request shall not be construed as an admission that responsive
 3 information exists.

4 1. Evolve objects to the Requests to the extent they seek information beyond that
 5 presently available to Evolve from a reasonable search of its own records and a reasonable inquiry
 6 of its present employees. In responding to the Requests, Evolve states that it has conducted, or will
 7 conduct, a diligent search, reasonable in scope, of those files and records in Evolve's possession,
 8 custody, or control believed to be most likely to have documents responsive to the Requests.
 9 Evolve has not, however, undertaken to search or review all of the files and records in Evolve's
 10 possession, custody, or control. Nor has Evolve solicited documents from every individual
 11 employed by Evolve, because to do so would be unduly burdensome and expensive. Evolve has
 12 not completed its discovery, investigation, research, and/or trial preparation in this Action. The
 13 following responses are based solely on the information presently available and specifically known
 14 to Evolve. The following responses are given without prejudice to Evolve's right to produce
 15 evidence of any subsequently discovered information. Evolve reserves the right to amend any and
 16 all responses herein as additional information is ascertained. Evolve's objections as set forth herein
 17 are made without prejudice to Evolve's right to assert any additional or supplemental objections
 18 should Evolve discover additional grounds for such objections.

19 2. Evolve objects to the Requests, and the definitions and instructions contained
 20 therein, to the extent that they seek documents and/or information protected from disclosure by the
 21 attorney-client privilege, the work product doctrine, the bank examination privilege, restrictions on
 22 disclosing confidential supervisory information, and/or any other applicable privilege, as well as
 23 documents prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et*
 24 *seq.*, or Ark. Code Ann. § 23-46-101. To the extent that Evolve inadvertently produces any
 25 information falling within any applicable privilege or protection, Evolve does not waive the
 26 applicable privilege/objection.

27 3. Evolve objects to the Requests to the extent that they seek disclosure of documents

1 and/or information that constitute or evidence confidential, commercially sensitive, trade secret,
 2 and/or proprietary business information. To the extent such documents are subject to production,
 3 they would be produced only subject to a stipulated protective order entered between the Parties in
 4 this Action.

5 4. Evolve objects to the Requests to the extent that they do not describe with reasonable
 6 particularity the matters on which documents are requested, are vague, ambiguous, overly broad in
 7 scope and/or as to time, uncertain as to time, unduly burdensome, harassing, oppressive, or seek
 8 information that is neither relevant to the subject matter of this Action nor reasonably calculated to
 9 lead to the discovery of admissible evidence, and/or are not proportional to the needs of the case.

10 5. Evolve objects to the Requests, and the Definitions and Instructions contained
 11 therein, to the extent they purport to impose on Evolve obligations in addition to or inconsistent
 12 with those set forth in the Federal Rules of Civil Procedure, the Local Rules of the Northern District
 13 of California, or any other applicable law, rule, or order.

14 6. Evolve objects to the Requests, and the definitions and instructions contained
 15 therein, to the extent that they are unreasonably cumulative or duplicative because the requested
 16 documents can be obtained from other sources that are more convenient, less burdensome, or less
 17 expensive.

18 7. Evolve objects to the Requests to the extent they seek documents or information that
 19 is already in Plaintiff's possession, is publicly available, and/or is otherwise equally accessible to
 20 Plaintiff.

21 8. Evolve objects to the Requests, and the definitions and instructions contained
 22 therein, to the extent they seek "all" or "any" responsive information on the grounds that this
 23 language renders the Requests unduly burdensome, overly broad, and/or not proportional to the
 24 needs of the case.

25 9. Evolve objects to the Requests to the extent that they seek documents that are not
 26 within Evolve's possession, custody, or control.

27 10. Evolve objects to the Requests as unduly burdensome to the extent the Requests

1 require Evolve to undertake unreasonable searches of its files and records.

2 11. These responses are made solely for the purpose of this Action and are subject to all
 3 objections to competence, authenticity, relevance, materiality, propriety, admissibility, and any and
 4 all other objections and grounds which would or could require or permit the exclusion of any
 5 document or statement therein from evidence, all of which objections and grounds are reserved and
 6 may be interposed at the time of trial. Nothing contained in these responses shall in any way limit
 7 Evolve's ability to supplement its responses and/or make all uses at trial or otherwise of the
 8 information or documents referenced herein, or of any information, documents or other evidence
 9 that may be discovered in the future.

10 12. No incidental or implied admissions are intended by these responses. The fact that
 11 Evolve has responded or objected to any Request or part thereof shall not be deemed an admission
 12 that Evolve accepts or admits to the existence of any facts set forth or assumed by such Request, or
 13 that the response or objection constitutes admissible evidence. The fact that Evolve answered part
 14 or all of any Request is not intended to be, and shall not be construed as, a waiver by Evolve of any
 15 part of any objection to any Request.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

17 1. Evolve objects to the definition of "Yotta" as overly broad, unduly burdensome,
 18 vague, ambiguous, seeking information irrelevant to any party's claim or defense in this Action,
 19 and not proportional to the needs of the case to the extent that it applies to Plaintiff's agents,
 20 consultants, lawyers, advisors, or anyone working on its behalf. For purposes of these Responses
 21 and Objections, Evolve shall define "Yotta" as Yotta Technologies Inc.

22 2. Evolve objects to the definition of "Yotta End User" on the grounds that it is overly
 23 broad, unduly burdensome, vague, ambiguous, seeking information irrelevant to any party's claim
 24 or defense in this Action, and not proportional to the needs of the case to the extent it encompasses
 25 persons who did not have a demand deposit account with Evolve.

26 3. Evolve objects to the definition of "Bancorp" as overly broad, unduly burdensome,
 27 vague, ambiguous, seeking information irrelevant to any party's claim or defense in this Action,

1 and not proportional to the needs of the case to the extent it encompasses predecessors, subsidiaries,
 2 and affiliates, and all past or present directors, officers, agents, representatives, employees,
 3 consultants, attorneys, and other acting on its behalf. For purposes of these Responses and
 4 Objections, Evolve shall define “Bancorp” as Evolve Bancorp, Inc.

5 3. Evolve objects to the definitions of “Bank & Trust,” “Defendant,” “You,” and
 6 “Your” as overly broad, unduly burdensome, vague, ambiguous, seeking information irrelevant to
 7 any party’s claim or defense in this Action, and not proportional to the needs of the case to the
 8 extent they encompass predecessors, subsidiaries, and affiliates, and all past or present directors,
 9 officers, agents, representatives, employees, consultants, attorneys, and other acting on its behalf.
 10 The responses provided herein are made on behalf of Evolve only and not for any other individuals
 11 or entities.

12 4. Evolve objects to the definition of “Synapse” as overly broad, unduly burdensome,
 13 vague, ambiguous, seeking information irrelevant to any party’s claim or defense in this Action,
 14 and not proportional to the needs of the case to the extent it encompasses predecessors, subsidiaries,
 15 and affiliates, and all past or present directors, officers, agents, representatives, employees,
 16 consultants, attorneys, and other acting on its behalf. For purposes of these Responses and
 17 Objections, Evolve shall define “Synapse” as Synapse Financial Technologies, Inc.

18 5. Evolve objects to the definition of “Synapse End User” as overly broad, unduly
 19 burdensome, vague, ambiguous, seeking information irrelevant to any party’s claim or defense in
 20 this Action, and not proportional to the needs of the case to the extent it encompasses persons who
 21 are not also Yotta users who had a demand deposit account with Evolve.

22 6. Evolve objects to the definition of “Regulator” as overly broad, unduly burdensome,
 23 vague, ambiguous, seeking information irrelevant to any party’s claim or defense in this Action,
 24 and not proportional to the needs of the case to the extent it encompasses entities that do not regulate
 25 Evolve.

26 7. Evolve objects to the definition of “Communication” to the extent it includes
 27 transfers of information which do not have a corporeal form (e.g. telephone conversations and face-

1 to-face conversations), because, by definition, they are not subject to production. Evolve further
2 objects to the definition of “Communication” to the extent it seeks to have Evolve search for and
3 produce items outside of the bounds of any agreement the Parties may reach on electronically stored
4 information (“ESI”), or purports to impose any obligations with respect to the production of ESI
5 that are different from or in addition to those imposed by the Federal Rules of Civil Procedure and
6 the Rules of the Northern District of California. Accordingly, for purposes of responding to these
7 Requests, Evolve understands the term “Communication” to be limited to items that the Parties
8 agree to search for and produce, via agreed-upon methodologies.

9 8. Evolve objects to the definition of “Document” to the extent it seeks to have Evolve
10 search for and produce items outside of the bounds of any agreement the Parties may reach on ESI,
11 or purports to impose any obligations with respect to the production of ESI that are different from
12 or in addition to those imposed by the Federal Rules of Civil Procedure and the Rules of the
13 Northern District of California. Further, Evolve objects to the extent the definition purports to
14 include materials Evolve previously had, but no longer has, access to. Accordingly, for purposes
15 of responding to these Requests, Evolve understands the term “Document” to be limited to items
16 that the Parties agree to search for and produce, via agreed-upon methodologies.

17 9. Evolve objects to the definitions of “Person” and “Persons” on the grounds that they
18 render each Request incorporating the definitions to be compound, vague, ambiguous, and
19 overbroad because they include natural persons, partnerships, joint ventures, and/or every other
20 form of legally recognized entity, including but not limited corporations.

21 10. Evolve objects to the definition of “Including” on the grounds that it renders each
22 Request incorporating the definition to be compound, vague, ambiguous, overbroad, and not
23 proportional to the needs of the case.

24 11. Evolve objects to the definitions of “relating to,” “regarding,” “referencing,”
25 “arising out of,” “concerning” and their cognates on the grounds that they render each Request
26 incorporating the definitions to be compound, vague, ambiguous, overbroad, and not proportional
27 to the needs of the case.

12. Plaintiffs object to the definitions of “Electronically Stored Information” and “ESI” to the extent they seek to have Evolve search for and produce items outside of the bounds of any agreement the Parties may reach on ESI, or purport to impose any obligations with respect to the production of ESI that are different from or in addition to those imposed by the Federal Rules of Civil Procedure and the Rules of the Northern District of California.

13. Evolve objects to the definition of “financial statements,” on the grounds that it renders each Request incorporating the definition to be compound, vague, ambiguous, overbroad, and not proportional to the needs of the case.

14. Evolve objects to the Instructions, and in particular Instruction Nos. 2-10, to the extent that they purport to require Evolve to do anything by way of response beyond what is required by the Federal Rules of Civil Procedure, any applicable Rules of the Northern District of California, and any agreement regarding ESI that the Parties may reach or that the Court may enter. To the extent the Instructions purport to impose obligations regarding documents and information Evolve previously had, but no longer has, access to, or to documents or information that were never in Evolve's possession, custody, or control, such requirements are beyond any obligations set forth in the Federal Rules of Civil Procedure and would subject Evolve to significant burden and expense. Evolve will provide responses based only on information within its possession, custody, or control, as set forth more fully in its responses herein.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

All documents related to Yotta, Yotta End Users (including the Yotta End User funds), or Synapse that Defendant has provided to Regulators, the Synapse Trustee, or any other person or entity.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Subject to and without waiving its general objections, as well as its objections to the definitions and instructions, Evolve specifically objects as follows:

Evolve objects to this Request on the ground that it seeks “All documents related to Yotta,

1 Yotta End Users (including the Yotta End User funds), or Synapse that Defendant has provided to”
 2 any person or entity because, on its face, the Request is overbroad, unduly burdensome, harassing,
 3 and not proportional to the needs of the case. By seeking discovery into all documents related to
 4 Yotta, Yotta End Users, or Synapse regardless of whether they relate to Plaintiff’s allegations in
 5 the Complaint, the Request expressly seeks discovery not relevant to any party’s claim or defense
 6 in this Action. Evolve also objects that the meanings of “related to” and “Yotta End User funds”
 7 are vague and ambiguous.

8 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 9 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 10 confidential supervisory information, and/or any other applicable privilege, as well as documents
 11 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 12 Code Ann. § 23-46-101.

13 Evolve further objects to this Request to the extent it seeks disclosure of documents and/or
 14 information that constitute or contain confidential or proprietary business information, trade
 15 secrets, commercially sensitive information, and/or any other competitively sensitive information
 16 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 17 confidential or proprietary business information subject to a protective order entered between the
 18 Parties in this Action.

19 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 20 documents equally available to Yotta.

21 Subject to and without waiving any of the foregoing objections, Evolve will produce all
 22 documents publicly filed by Evolve in the Synapse bankruptcy proceeding, exemplar account
 23 agreements provided to Yotta End Users (including without limitation the agreement publicly
 24 posted on Yotta’s bankingwithyotta.com website), exemplars of communications provided to Yotta
 25 End Users regarding the May 11, 2024 account freeze and subsequent reconciliation, and
 26 documents provided to Yotta by Evolve prior to February 13, 2020 (the date Yotta alleges it entered
 27 into an agreement with Synapse), as well as communications with Yotta regarding compliance

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1 issues, interest payments to Yotta End Users, and the contractual dispute between Evolve and
 2 Synapse described in the Complaint in this Action, and minutes from the bimonthly compliance
 3 meetings held with Yotta, to the extent such documents exist, are within Evolve's possession,
 4 custody, or control, and have been uncovered after a diligent search and reasonable inquiry, after a
 5 protective order has been entered in this Action.

6 **REQUEST FOR PRODUCTION NO. 2:**

7 All communications that Defendant has had with Regulators, the Synapse Trustee, or any
 8 other person or entity concerning Yotta, Yotta End Users (including the Yotta End User funds), or
 9 Synapse.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

11 Subject to and without waiving its general objections, as well as its objections to the
 12 definitions and instructions, Evolve specifically objects as follows:

13 Evolve objects to this Request on the ground that it seeks "All communications"
 14 "concerning" Yotta, Yotta End Users (including the Yotta End User funds), or Synapse "that
 15 Defendant has had with" any person or entity because, on its face, the Request is overbroad, unduly
 16 burdensome, harassing, and not proportional to the needs of the case. By seeking discovery into
 17 all communications related to Yotta, Yotta End Users, or Synapse regardless of whether they relate
 18 to Plaintiff's allegations in the Complaint, the Request expressly seeks discovery not relevant to
 19 any party's claim or defense in this Action. Evolve also objects that the phrase "any other person
 20 or entity" is vague and ambiguous.

21 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 22 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 23 confidential supervisory information, and/or any other applicable privilege, as well as documents
 24 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 25 Code Ann. § 23-46-101. Communications with "Regulators" falls squarely with the applicable
 26 privileges.

27 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 28

1 information that constitute or contain confidential or proprietary business information, trade
 2 secrets, commercially sensitive information, and/or any other competitively sensitive information
 3 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 4 confidential or proprietary business information subject to a protective order entered between the
 5 Parties in this Action.

6 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 7 documents equally available to Yotta. Evolve also objects to this Request to the extent it is
 8 duplicative of other Requests.

9 Subject to and without waiving any of the foregoing objections, Evolve will produce all
 10 documents publicly filed by Evolve in the Synapse bankruptcy proceeding, exemplar account
 11 agreements provided to Yotta End Users (including without limitation the agreement publicly
 12 posted on Yotta's bankingwithyotta.com website), exemplars of communications provided to Yotta
 13 End Users regarding the May 11, 2024 account freeze and subsequent reconciliation, and
 14 documents provided to Yotta by Evolve prior to February 13, 2020 (the date Yotta alleges it entered
 15 into an agreement with Synapse), as well as communications with Yotta regarding compliance
 16 issues, interest payments to Yotta End Users, and the contractual dispute between Evolve and
 17 Synapse described in the Complaint in this Action, and minutes from the bimonthly compliance
 18 meetings held with Yotta, to the extent such documents exist and are within Evolve's possession,
 19 custody, or control, and have been uncovered after a diligent search and reasonable inquiry, after a
 20 protective order has been entered in this Action.

21 **REQUEST FOR PRODUCTION NO. 3:**

22 All documents concerning the Consent Order or the investigation or inquiries that gave rise
 23 to it, including but not limited to all documents produced to the Arkansas State Bank Department
 24 or the Federal Reserve.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

26 Subject to and without waiving its general objections, as well as its objections to the
 27 definitions and instructions, Evolve specifically objects as follows:

1 Evolve objects to this Request on the ground that it seeks “All documents concerning the
 2 Consent Order or the investigation or inquiries that gave rise to it” because, on its face, the Request
 3 is overbroad, unduly burdensome, harassing, and not proportional to the needs of the case. By
 4 seeking discovery into all documents concerning the Consent Order regardless of whether they
 5 relate to Plaintiff’s allegations in the Complaint, the Request expressly seeks discovery not relevant
 6 to any party’s claim or defense in this Action. Evolve also objects that the meaning of “concerning”
 7 is vague and ambiguous.

8 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 9 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 10 confidential supervisory information, and/or any other applicable privilege, as well as documents
 11 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 12 Code Ann. § 23-46-101.

13 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 14 information that constitute or contain confidential or proprietary business information, trade
 15 secrets, commercially sensitive information, and/or any other competitively sensitive information
 16 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 17 confidential or proprietary business information subject to a protective order entered between the
 18 Parties in this Action.

19 Subject to and without waiving any of the foregoing objections, Evolve will produce the
 20 June 11, 2024 Consent and Desist Order. The Request otherwise seeks confidential supervisory
 21 information prohibited from disclosure.

22 **REQUEST FOR PRODUCTION NO. 4:**

23 All documents relating to any violations of law or regulations by Defendant identified in
 24 the Federal Reserve Bank of St. Louis August 11, 2023 Report of Exam of Evolve.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

26 Subject to and without waiving its general objections, as well as its objections to the
 27 definitions and instructions, Evolve specifically objects as follows:

1 Evolve objects to this Request on the ground that it seeks “All documents relating to any
 2 violations of law or regulations by Defendant identified in the Federal Reserve Bank of St. Louis
 3 August 11, 2023 Report of Exam of Evolve” because, on its face, the Request is overbroad, unduly
 4 burdensome, harassing, and not proportional to the needs of the case. By seeking discovery into
 5 all documents regarding any violation identified in the August 11, 2023 Report of Exam of Evolve
 6 regardless of whether they relate to Plaintiff’s allegations in the Complaint, the Request expressly
 7 seeks discovery not relevant to any party’s claim or defense in this Action. Evolve also objects that
 8 the meaning of “relating to” is vague and ambiguous.

9 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 10 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 11 confidential supervisory information, and/or any other applicable privilege, as well as documents
 12 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 13 Code Ann. § 23-46-101. Communications relating to the August 11, 2023 Report of Exam are
 14 confidential supervisory information prohibited from disclosure.

15 Evolve also objects to this Request to the extent it is duplicative of other Requests.

16 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 17 information that constitute or contain confidential or proprietary business information, trade
 18 secrets, commercially sensitive information, and/or any other competitively sensitive information
 19 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 20 confidential or proprietary business information subject to a protective order entered between the
 21 Parties in this Action.

22 In light of the foregoing objections, Evolve will not produce documents in response to this
 23 Request.

24 **REQUEST FOR PRODUCTION NO. 5:**

25 All documents relating to the Board Oversight Improvement plan, Risk Management
 26 Improvement plan, Consumer Compliance Management plan, Consumer Compliance Review,
 27 Capital Risk Management plan, Risk Management plan, Lending and credit Risk Management

1 Policies and Procedures, Interest Rate Risk Management Plan, Information Technology and
 2 Information Security Plan, Enhanced Written Internal Audit Program, Compliance Report,
 3 BSA/AML Compliance Program, Written Customer Due Diligence Program, Transaction
 4 Monitoring System Report Program, Monitoring Procedures for International Wire Services,
 5 Suspicious Activity Monitoring and Reporting, Transaction Review, and/or OFAC Compliance
 6 Plan described in the Consent Order.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

8 Subject to and without waiving its general objections, as well as its objections to the
 9 definitions and instructions, Evolve specifically objects as follows:

10 Evolve objects to this Request on the ground that it seeks “All documents relating to”
 11 various documents described in the Consent Order because, on its face, the Request is overbroad,
 12 unduly burdensome, harassing, and not proportional to the needs of the case. By seeking discovery
 13 into all documents “relating to” various documents described in the Consent Order regardless of
 14 whether they relate to Plaintiff’s allegations in the Complaint, the Request expressly seeks
 15 discovery not relevant to any party’s claim or defense in this Action. Evolve also objects that the
 16 meaning of “relating to” is vague and ambiguous.

17 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 18 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 19 confidential supervisory information, and/or any other applicable privilege, as well as documents
 20 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 21 Code Ann. § 23-46-101.

22 Evolve also objects to this Request to the extent it is duplicative of other Requests.

23 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 24 information that constitute or contain confidential or proprietary business information, trade
 25 secrets, commercially sensitive information, and/or any other competitively sensitive information
 26 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 27 confidential or proprietary business information subject to a protective order entered between the

1 Parties in this Action.

2 In light of the foregoing objections, Evolve will not produce documents in response to this
3 Request.

4 **REQUEST FOR PRODUCTION NO. 6:**

5 All documents concerning any allegation that Defendant violated any law, regulation, rule,
6 or policy that protects or is intended to protect depositors or end users.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

8 Subject to and without waiving its general objections, as well as its objections to the
9 definitions and instructions, Evolve specifically objects as follows:

10 Evolve objects to this Request on the ground that it seeks “All documents concerning any
11 allegation that Defendant violated any law, regulation, rule, or policy that protects or is intended to
12 protect depositors or end users” because, on its face, the Request is overbroad, unduly burdensome,
13 harassing, and not proportional to the needs of the case. Because Yotta is not a depositor or end
14 user and does not seek relief on behalf of either, the Request expressly seeks discovery not relevant
15 to any party’s claim or defense in this Action. Evolve also objects that the meanings of
16 “concerning” and “intended to protect depositors or end users” are vague and ambiguous.

17 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
18 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
19 confidential supervisory information, and/or any other applicable privilege, as well as documents
20 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
21 Code Ann. § 23-46-101.

22 Evolve also objects to this Request to the extent it is duplicative of other Requests.

23 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
24 information that constitute or contain confidential or proprietary business information, trade
25 secrets, commercially sensitive information, and/or any other competitively sensitive information
26 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
27 confidential or proprietary business information subject to a protective order entered between the

1 Parties in this Action.

2 Subject to and without waiving any of the foregoing objections, Evolve will produce the
3 publicly filed complaints asserted against it pertaining to the May 11, 2024 account freeze.

4 **REQUEST FOR PRODUCTION NO. 7:**

5 All documents concerning any allegation from 2000 to the present that any business at
6 which Scot Lenoir works or worked or with which Lenoir is or was affiliated charged (a)
7 inappropriate, improper or unlawful fees or (b) fees that were not permitted by or were a breach of
8 a contract or agreement.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

10 Subject to and without waiving its general objections, as well as its objections to the
11 definitions and instructions, Evolve specifically objects as follows:

12 Evolve objects to this Request on the ground that it seeks “All documents concerning any
13 allegation” that a business affiliated with Scot Lenoir charged improper fees for an over 25-year
14 period, because, on its face, the Request is overbroad, unduly burdensome, harassing, and not
15 proportional to the needs of the case. By seeking discovery of unspecified fees charged by other
16 businesses, the Request expressly seeks discovery not relevant to any party’s claim or defense in
17 this Action. Evolve also objects that the meaning of “concerning” is vague and ambiguous.

18 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
19 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
20 confidential supervisory information, and/or any other applicable privilege, as well as documents
21 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
22 Code Ann. § 23-46-101.

23 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
24 information that constitute or contain confidential or proprietary business information, trade
25 secrets, commercially sensitive information, and/or any other competitively sensitive information
26 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
27 confidential or proprietary business information subject to a protective order entered between the

1 Parties in this Action.

2 In light of the foregoing objections, Evolve will not produce documents in response to this
3 Request.

4 **REQUEST FOR PRODUCTION NO. 8:**

5 All documents concerning any allegation from 2000 to the present that Evolve charged (a)
6 inappropriate, improper or unlawful fees or (b) fees that were not permitted by or were a breach of
7 a contract or agreement.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

9 Subject to and without waiving its general objections, as well as its objections to the
10 definitions and instructions, Evolve specifically objects as follows:

11 Evolve objects to this Request on the ground that it seeks “All documents concerning any
12 allegation” that Evolve charged improper fees since 2000 because, on its face, the Request is
13 overbroad, unduly burdensome, harassing, and not proportional to the needs of the case. By seeking
14 discovery of unspecified fees charged by Evolve for twenty-five years, the Request expressly seeks
15 discovery not relevant to any party’s claim or defense in this Action, particularly given that the
16 Complaint only references Account Analysis Charges and fees for TabaPay, Inc and admits that
17 Evolve was entitled to charge those fees to the Synapse Fee Account. Evolve also objects that the
18 meaning of “concerning” is vague and ambiguous.

19 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
20 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
21 confidential supervisory information, and/or any other applicable privilege, as well as documents
22 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
23 Code Ann. § 23-46-101.

24 Evolve also objects to this Request to the extent it is duplicative of other Requests.

25 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
26 information that constitute or contain confidential or proprietary business information, trade
27 secrets, commercially sensitive information, and/or any other competitively sensitive information

1 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 2 confidential or proprietary business information subject to a protective order entered between the
 3 Parties in this Action.

4 In light of the foregoing objections, Evolve will not produce documents in response to this
 5 Request as written. Evolve is willing to meet and confer regarding the proper scope of this Request.

6 **REQUEST FOR PRODUCTION NO. 9:**

7 All documents concerning any allegation from 2000 to the present that Evolve committed
 8 fraud and/or breached its fiduciary duties.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

10 Subject to and without waiving its general objections, as well as its objections to the
 11 definitions and instructions, Evolve specifically objects as follows:

12 Evolve objects to this Request on the ground that it seeks “All documents concerning any
 13 allegation from 2000 to the present that Evolve committed fraud and/or breached its fiduciary
 14 duties” because, on its face, the Request is overbroad, unduly burdensome, harassing, and not
 15 proportional to the needs of the case. By seeking discovery of any alleged fraud or breach of
 16 fiduciary duties by Evolve for twenty-five years, the Request expressly seeks discovery not relevant
 17 to any party’s claim or defense in this Action, particularly given that the Complaint is limited to
 18 alleged fraud against Yotta. Evolve also objects that the meaning of “concerning” is vague and
 19 ambiguous.

20 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 21 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 22 confidential supervisory information, and/or any other applicable privilege, as well as documents
 23 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 24 Code Ann. § 23-46-101.

25 Evolve also objects to this Request to the extent it is duplicative of other Requests.

26 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 27 information that constitute or contain confidential or proprietary business information, trade

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1 secrets, commercially sensitive information, and/or any other competitively sensitive information
 2 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 3 confidential or proprietary business information subject to a protective order entered between the
 4 Parties in this Action.

5 In light of the foregoing objections, Evolve will not produce documents in response to this
 6 Request.

7 **REQUEST FOR PRODUCTION NO. 10:**

8 All communications that Defendant has had with any journalist or agent of any media
 9 company concerning Yotta, Yotta End Users (including the Yotta End User funds), or Synapse.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

11 Subject to and without waiving its general objections, as well as its objections to the
 12 definitions and instructions, Evolve specifically objects as follows:

13 Evolve objects to this Request on the ground that it seeks “All communications that
 14 Defendant has had with any journalist or agent of any media company concerning Yotta, Yotta End
 15 Users (including the Yotta End User funds), or Synapse” because, on its face, the Request is unduly
 16 overbroad, burdensome, harassing, and not proportional to the needs of the case. Evolve also
 17 objects that the meaning of “concerning” is vague and ambiguous.

18 Evolve also objects to this Request to the extent it is duplicative of other Requests.

19 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 20 documents equally available to Yotta because statements made to the media are public.

21 In light of the foregoing objections, Evolve will not produce documents in response to this
 22 Request.

23 **REQUEST FOR PRODUCTION NO. 11:**

24 All documents and communications relating to Yotta.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 11:**

26 Subject to and without waiving its general objections, as well as its objections to the
 27 definitions and instructions, Evolve specifically objects as follows:

1 Evolve objects to this Request on the ground that it seeks “All documents and
 2 communications related to Yotta” because, on its face, the Request is overbroad, unduly
 3 burdensome, harassing, and not proportional to the needs of the case. By seeking discovery into
 4 all documents and communications relating to Yotta regardless of whether they relate to Plaintiff’s
 5 allegations in the Complaint, the Request expressly seeks discovery not relevant to any party’s
 6 claim or defense in this Action. Evolve also objects that the meaning of “relating to” is vague and
 7 ambiguous.

8 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 9 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 10 confidential supervisory information, and/or any other applicable privilege, as well as documents
 11 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 12 Code Ann. § 23-46-101.

13 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 14 information that constitute or contain confidential or proprietary business information, trade
 15 secrets, commercially sensitive information, and/or any other competitively sensitive information
 16 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 17 confidential or proprietary business information subject to a protective order entered between the
 18 Parties in this Action.

19 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 20 documents equally available to Yotta. Evolve also objects to this Request to the extent it is
 21 duplicative of other Requests.

22 In light of the foregoing objections, Evolve will not produce documents in response to this
 23 Request as written. Evolve is willing to meet and confer regarding the proper scope of this Request.

24 **REQUEST FOR PRODUCTION NO. 12:**

25 All documents and communications relating to Yotta End Users.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

27 Subject to and without waiving its general objections, as well as its objections to the

1 definitions and instructions, Evolve specifically objects as follows:

2 Evolve objects to this Request on the ground that it seeks “All documents and
 3 communications related to Yotta End Users” because, on its face, the Request is overbroad, unduly
 4 burdensome, harassing, and not proportional to the needs of the case. By seeking discovery into
 5 all documents and communications relating to Yotta End Uses regardless of whether they relate to
 6 Plaintiff’s allegations in the Complaint, the Request expressly seeks discovery not relevant to any
 7 party’s claim or defense in this Action. Evolve also objects that the meaning of “relating to” is
 8 vague and ambiguous.

9 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 10 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 11 confidential supervisory information, and/or any other applicable privilege, as well as documents
 12 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 13 Code Ann. § 23-46-101. Evolve objects to the request to the extent that it calls for the production
 14 of information that is confidential under third parties’ right to privacy, Cal. Const., art. 1, § 1.

15 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 16 information that constitute or contain confidential or proprietary business information, trade
 17 secrets, commercially sensitive information, and/or any other competitively sensitive information
 18 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 19 confidential or proprietary business information subject to a protective order entered between the
 20 Parties in this Action.

21 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 22 documents equally available to Yotta. Evolve also objects to this Request to the extent it is
 23 duplicative of other Requests.

24 Subject to and without waiving any of the foregoing objections, Evolve will produce
 25 exemplar account agreements with Yotta End Users and exemplars of communications provided to
 26 Yotta End Users regarding the May 11, 2024 account freeze and subsequent reconciliation, to the
 27 extent such documents exist, are within Evolve’s possession, custody, or control, and have been

28

1 uncovered after a diligent search and reasonable inquiry, after a protective order has been entered
 2 in this Action.

3 **REQUEST FOR PRODUCTION NO. 13:**

4 All documents concerning any analysis, audit, review, report, or investigation of funds that
 5 included the Yotta End Users' funds, including but not limited to the analysis conducted
 6 by Kroll.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

8 Subject to and without waiving its general objections, as well as its objections to the
 9 definitions and instructions, Evolve specifically objects as follows:

10 Evolve objects to this Request on the ground that it seeks "All documents concerning any
 11 analysis, audit, review, report, or investigation of funds that included the Yotta End Users' funds"
 12 because, on its face, the Request is overbroad, unduly burdensome, harassing, and not proportional
 13 to the needs of the case. Evolve also objects that the meanings of "relating to" and "Yotta End
 14 Users' funds" are vague and ambiguous.

15 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 16 client privilege, work product doctrine, trial-preparation protection under Federal Rule of Civil
 17 Procedure 26, the bank examination privilege, restrictions on disclosing confidential supervisory
 18 information, and/or any other applicable privilege, as well as documents prohibited from disclosure
 19 pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark. Code Ann. § 23-46-101.

20 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 21 information that constitute or contain confidential or proprietary business information, trade
 22 secrets, commercially sensitive information, and/or any other competitively sensitive information
 23 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 24 confidential or proprietary business information subject to a protective order entered between the
 25 Parties in this Action.

26 Evolve also objects to this Request to the extent it is duplicative of other Requests.

27 In light of the foregoing objections, Evolve will not produce documents in response to this

1 Request.

2 **REQUEST FOR PRODUCTION NO. 14:**

3 All documents and communications relating to Defendant's management of funds
 4 belonging to Yotta and Yotta End Users, including location, amounts, transfers, reserves, and
 5 interest calculations.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14:**

7 Subject to and without waiving its general objections, as well as its objections to the
 8 definitions and instructions, Evolve specifically objects as follows:

9 Evolve objects to this Request on the ground that it seeks "All documents and
 10 communications relating to Defendant's management of funds belonging to Yotta and Yotta End
 11 Users" because, on its face, the Request is overbroad, unduly burdensome, harassing, and not
 12 proportional to the needs of the case. Because Yotta is not an Yotta End User and does not seek
 13 relief for Yotta End Users, the Request expressly seeks discovery not relevant to any party's claim
 14 or defense in this Action. Evolve also objects that the meaning of "relating to" is vague and
 15 ambiguous.

16 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 17 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 18 confidential supervisory information, and/or any other applicable privilege, as well as documents
 19 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 20 Code Ann. § 23-46-101.

21 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 22 information that constitute or contain confidential or proprietary business information, trade
 23 secrets, commercially sensitive information, and/or any other competitively sensitive information
 24 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 25 confidential or proprietary business information subject to a protective order entered between the
 26 Parties in this Action.

27 Evolve further objects to this Request as unduly burdensome to the extent it seeks

1 documents equally available to Yotta. Evolve also objects to this Request to the extent it is
 2 duplicative of other Requests.

3 Subject to and without waiving any of the foregoing objections, Evolve will produce
 4 exemplar account agreements with Yotta End Users and exemplars of communications provided to
 5 Yotta End Users regarding the May 11, 2024 account freeze and subsequent reconciliation, as well
 6 as communications with Yotta regarding compliance issues, interest payments to Yotta End Users,
 7 the contractual dispute between Evolve and Synapse described in the Complaint in this Action, and
 8 the transfer of Yotta End User funds from Evolve to the Synapse Brokerage Cash Management
 9 Program; and minutes from the compliance meetings held with Yotta, to the extent such documents
 10 exist, are within Evolve's possession, custody, or control, and have been uncovered after a diligent
 11 search and reasonable inquiry, after a protective order has been entered in this Action.

12 **REQUEST FOR PRODUCTION NO. 15:**

13 Documents sufficient to show the Yotta End User balances deposited with and/or held by
 14 Defendant, including (i) the date and (ii) the amount of each deposit.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

16 Subject to and without waiving its general objections, as well as its objections to the
 17 definitions and instructions, Evolve specifically objects as follows:

18 Evolve objects to this Request on the ground that it is overbroad, unduly burdensome,
 19 harassing, not proportional to the needs of the case, and seeks discovery not relevant to any party's
 20 claim or defense in this Action because Yotta is not a Yotta End User and does not seek relief for
 21 Yotta End Users.

22 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 23 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 24 confidential supervisory information, and/or any other applicable privilege, as well as documents
 25 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 26 Code Ann. § 23-46-101.

27 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or

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1 information that constitute or contain confidential or proprietary business information, trade
 2 secrets, commercially sensitive information, and/or any other competitively sensitive information
 3 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 4 confidential or proprietary business information subject to a protective order entered between the
 5 Parties in this Action.

6 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 7 documents equally available to Yotta. Evolve also objects to this Request to the extent it is
 8 duplicative of other Requests.

9 In light of the foregoing objections, Evolve will not produce documents in response to this
 10 Request as written. Evolve is willing to meet and confer regarding the proper scope of this Request.

11 **REQUEST FOR PRODUCTION NO. 16:**

12 Documents sufficient to show how much Defendant has paid (either directly or indirectly)
 13 to each Yotta End User, including (i) the date and (ii) the amount of each payment to each Yotta
 14 End User.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 16:**

16 Subject to and without waiving its general objections, as well as its objections to the
 17 definitions and instructions, Evolve specifically objects as follows:

18 Evolve objects to this Request on the ground that it is overbroad, unduly burdensome,
 19 harassing, not proportional to the needs of the case, and seeks discovery not relevant to any party's
 20 claim or defense in this Action because Yotta is not a Yotta End User and does not seek relief for
 21 Yotta End User.

22 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 23 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 24 confidential supervisory information, and/or any other applicable privilege, as well as documents
 25 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 26 Code Ann. § 23-46-101.

27 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 28

1 information that constitute or contain confidential or proprietary business information, trade
 2 secrets, commercially sensitive information, and/or any other competitively sensitive information
 3 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 4 confidential or proprietary business information subject to a protective order entered between the
 5 Parties in this Action.

6 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 7 documents equally available to Yotta. Evolve also objects to this Request to the extent it is
 8 duplicative of other Requests.

9 In light of the foregoing objections, Evolve will not produce documents in response to this
 10 Request.

11 **REQUEST FOR PRODUCTION NO. 17:**

12 Documents sufficient to show how much Defendant has paid (either directly or indirectly)
 13 from each Yotta End User's funds, including (i) the date and (ii) the amount of each payment.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

15 Subject to and without waiving its general objections, as well as its objections to the
 16 definitions and instructions, Evolve specifically objects as follows:

17 Evolve objects to this Request on the ground that it is unduly overbroad, burdensome,
 18 harassing, not proportional to the needs of the case, and seeks discovery not relevant to any party's
 19 claim or defense in this Action because Yotta is not a Yotta End User and does not seek relief for
 20 Yotta End Users.

21 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 22 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 23 confidential supervisory information, and/or any other applicable privilege, as well as documents
 24 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 25 Code Ann. § 23-46-101.

26 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 27 information that constitute or contain confidential or proprietary business information, trade

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1 secrets, commercially sensitive information, and/or any other competitively sensitive information
 2 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 3 confidential or proprietary business information subject to a protective order entered between the
 4 Parties in this Action.

5 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 6 documents equally available to Yotta. Evolve also objects to this Request to the extent it is
 7 duplicative of other Requests.

8 In light of the foregoing objections, Evolve will not produce documents in response to this
 9 Request.

10 **REQUEST FOR PRODUCTION NO. 18:**

11 All documents and communications relating to the difference, if any, between (i) Yotta End
 12 User balances deposited with or held by Defendant and (ii) amounts Defendant have paid from each
 13 Yotta End User's funds.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

15 Subject to and without waiving its general objections, as well as its objections to the
 16 definitions and instructions, Evolve specifically objects as follows:

17 Evolve objects to this Request on the ground that it is overbroad, unduly burdensome,
 18 harassing, not proportional to the needs of the case, and seeks discovery not relevant to any party's
 19 claim or defense in this Action because Yotta is not a Yotta End User and does not seek relief for
 20 Yotta End Users.

21 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 22 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 23 confidential supervisory information, and/or any other applicable privilege, as well as documents
 24 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 25 Code Ann. § 23-46-101.

26 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 27 information that constitute or contain confidential or proprietary business information, trade

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1 secrets, commercially sensitive information, and/or any other competitively sensitive information
 2 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 3 confidential or proprietary business information subject to a protective order entered between the
 4 Parties in this Action.

5 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 6 documents equally available to Yotta. Evolve also objects to this Request to the extent it is
 7 duplicative of other Requests.

8 In light of the foregoing objections, Evolve will not produce documents in response to this
 9 Request.

10 **REQUEST FOR PRODUCTION NO. 19:**

11 All transaction data relating to Yotta End Users, including transaction data from (i) the
 12 Federal Reserve, (ii) Defendant' records and (iii) the Synapse MongoDB database.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

14 Subject to and without waiving its general objections, as well as its objections to the
 15 definitions and instructions, Evolve specifically objects as follows:

16 Evolve objects to this Request on the ground that it is overbroad, unduly burdensome,
 17 harassing, not proportional to the needs of the case, and seeks discovery not relevant to any party's
 18 claim or defense in this Action because Yotta is not a Yotta End User and does not seek relief for
 19 Yotta End Users.

20 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 21 client privilege, work product, the bank examination privilege, restrictions on disclosing
 22 confidential supervisory information, and/or any other applicable privilege, as well as documents
 23 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 24 Code Ann. § 23-46-101.

25 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 26 information that constitute or contain confidential or proprietary business information, trade
 27 secrets, commercially sensitive information, and/or any other competitively sensitive information

1 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 2 confidential or proprietary business information subject to a protective order entered between the
 3 Parties in this Action.

4 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 5 documents equally available to Yotta. Evolve also objects to this Request to the extent it is
 6 duplicative of other Requests.

7 In light of the foregoing objections, Evolve will not produce documents in response to this
 8 Request.

9 **REQUEST FOR PRODUCTION NO. 20:**

10 All documents and communications with Ankura Consulting relating to Yotta End User
 11 accounts.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 20:**

13 Subject to and without waiving its general objections, as well as its objections to the
 14 definitions and instructions, Evolve specifically objects as follows:

15 Evolve objects to this Request on the ground that it seeks “All documents and
 16 communications with Ankura Consulting relating to Yotta End User accounts” because, on its face,
 17 the Request is overbroad, unduly burdensome, harassing, and not proportional to the needs of the
 18 case. Evolve objects to this Request on the ground that it is unduly overbroad, burdensome,
 19 harassing, not proportional to the needs of the case, and seeks discovery not relevant to any party’s
 20 claim or defense in this Action because Yotta is not a Yotta End User and does not seek relief for
 21 Yotta End Users. Evolve also objects that the meaning of “relating to” is vague and ambiguous.

22 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 23 client privilege, work product doctrine, trial-preparation protection under Federal Rule of Civil
 24 Procedure 26, and/or any other applicable privilege.

25 Evolve also objects to this Request to the extent it is duplicative of other Requests.

26 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 27 information that constitute or contain confidential or proprietary business information, trade

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1 secrets, commercially sensitive information, and/or any other competitively sensitive information
 2 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 3 confidential or proprietary business information subject to a protective order entered between the
 4 Parties in this Action.

5 In light of the foregoing objections, Evolve will not produce documents in response to this
 6 Request.

7 **REQUEST FOR PRODUCTION NO. 21:**

8 All documents and communications with experts, consultants, advisors, investigators or any
 9 other third-party (including but not limited to Kroll) relating to Yotta End User accounts.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

11 Subject to and without waiving its general objections, as well as its objections to the
 12 definitions and instructions, Evolve specifically objects as follows:

13 Evolve objects to this Request on the ground that it seeks “All documents and
 14 communications with experts, consultants, advisors, investigators or any other third-party
 15 (including but not limited to Kroll) relating to Yotta End User accounts” because, on its face, the
 16 Request is overbroad, unduly burdensome, harassing, and not proportional to the needs of the case.
 17 Evolve objects to this Request on the ground that it is unduly overbroad, burdensome, harassing,
 18 not proportional to the needs of the case, and seeks discovery not relevant to any party’s claim or
 19 defense in this Action because Yotta is not a Yotta End User and does not seek relief for Yotta End
 20 Users. Evolve also objects that the meaning of “relating to” is vague and ambiguous.

21 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 22 client privilege, work product doctrine, trial-preparation protection under Federal Rule of Civil
 23 Procedure 26, the bank examination privilege, restrictions on disclosing confidential supervisory
 24 information, and/or any other applicable privilege, as well as documents prohibited from disclosure
 25 pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark. Code Ann. § 23-46-101.

26 Evolve also objects to this Request to the extent it is duplicative of other Requests.

27 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or

1 information that constitute or contain confidential or proprietary business information, trade
 2 secrets, commercially sensitive information, and/or any other competitively sensitive information
 3 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 4 confidential or proprietary business information subject to a protective order entered between the
 5 Parties in this Action.

6 In light of the foregoing objections, Evolve will not produce documents in response to this
 7 Request.

8 **REQUEST FOR PRODUCTION NO. 22:**

9 All documents and communications relating to Defendant's legal and/or contractual
 10 relationship with Yotta, including documents concerning any duties that Defendant owed to Yotta.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 22:**

12 Subject to and without waiving its general objections, as well as its objections to the
 13 definitions and instructions, Evolve specifically objects as follows:

14 Evolve objects to this Request on the ground that it seeks "All documents and
 15 communications relating to legal and/or contractual relationship with Yotta" because, on its face,
 16 the Request is overbroad, unduly burdensome, harassing, and not proportional to the needs of the
 17 case. Evolve also objects that the meaning of "relating to" is vague and ambiguous.

18 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 19 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 20 confidential supervisory information, and/or any other applicable privilege, as well as documents
 21 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 22 Code Ann. § 23-46-101.

23 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 24 information that constitute or contain confidential or proprietary business information, trade
 25 secrets, commercially sensitive information, and/or any other competitively sensitive information
 26 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 27 confidential or proprietary business information subject to a protective order entered between the

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1 Parties in this Action.

2 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 3 documents equally available to Yotta. Evolve also objects to this Request to the extent it is
 4 duplicative of other Requests.

5 Subject to and without waiving any of the foregoing objections, Evolve states that it has no
 6 contractual relationship with Yotta. Evolve will not produce documents in response to this Request.

7 **REQUEST FOR PRODUCTION NO. 23:**

8 All documents and communications relating to Defendant's legal and contractual
 9 relationship with Synapse, including (a) all documents concerning any duties that Defendant owed
 10 to Synapse and/or Synapse owed to Defendant and (b) all documents any actual or alleged breach
 11 of any such duties.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 23:**

13 Subject to and without waiving its general objections, as well as its objections to the
 14 definitions and instructions, Evolve specifically objects as follows:

15 Evolve objects to this Request on the ground that it seeks "All documents and
 16 communications relating to Defendant's legal and contractual relationship with Synapse" because,
 17 on its face, the Request is overbroad, unduly burdensome, harassing, and not proportional to the
 18 needs of the case. By seeking discovery into all documents "relating to" Evolve's relationship with
 19 Synapse regardless of whether they relate to Plaintiff's allegations in the Complaint, the Request
 20 expressly seeks discovery not relevant to any party's claim or defense in this Action. Evolve also
 21 objects that the meaning of "relating to" is vague and ambiguous.

22 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 23 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 24 confidential supervisory information, and/or any other applicable privilege, as well as documents
 25 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 26 Code Ann. § 23-46-101.

27 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or

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1 information that constitute or contain confidential or proprietary business information, trade
 2 secrets, commercially sensitive information, and/or any other competitively sensitive information
 3 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 4 confidential or proprietary business information subject to a protective order entered between the
 5 Parties in this Action.

6 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 7 documents equally available to Yotta. Evolve also objects to this Request to the extent it is
 8 duplicative of other Requests.

9 Subject to and without waiving any of the foregoing objections, Evolve will produce
 10 agreements with Synapse pertaining to Yotta and communications with Synapse regarding any
 11 breaches by Synapse pertaining to Yotta End Users, to the extent such documents exist, are within
 12 Evolve's possession, custody, or control, and have been uncovered after a diligent search and
 13 reasonable inquiry, after a protective order is entered in this Action.

14 **REQUEST FOR PRODUCTION NO. 24:**

15 All documents and communications relating to the legal and contractual relationships
 16 between and among Defendant, Synapse and Yotta.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 24:**

18 Subject to and without waiving its general objections, as well as its objections to the
 19 definitions and instructions, Evolve specifically objects as follows:

20 Evolve objects to this Request on the ground that it seeks "All documents and
 21 communications relating to the legal and contractual relationships between and among Defendant,
 22 Synapse and Yotta" because, on its face, the Request is overbroad, unduly burdensome, harassing,
 23 and not proportional to the needs of the case. By seeking discovery into all documents "relating
 24 to" the relationships between Evolve, Synapse, and Yotta, regardless of whether they relate to
 25 Plaintiff's allegations in the Complaint, the Request expressly seeks discovery not relevant to any
 26 party's claim or defense in this Action. Evolve also objects that the meaning of "relating to" is
 27 vague and ambiguous.

1 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 2 client privilege and work product doctrine, and/or any other applicable privilege.

3 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 4 information that constitute or contain confidential or proprietary business information, trade
 5 secrets, commercially sensitive information, and/or any other competitively sensitive information
 6 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 7 confidential or proprietary business information subject to a protective order entered between the
 8 Parties in this Action.

9 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 10 documents equally available to Yotta because they are in Yotta's possession. Evolve also objects
 11 to this Request to the extent it is duplicative of other Requests.

12 Subject to and without waiving any of the foregoing objections, Evolve will produce any
 13 agreements with Synapse pertaining to Yotta, after a protective order has been entered in this
 14 Action.

15 **REQUEST FOR PRODUCTION NO. 25:**

16 All documents and communications between Synapse and Defendant relating to funds
 17 related to Yotta or Yotta End Users, including location, amounts, transfers, and reserves.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 25:**

19 Subject to and without waiving its general objections, as well as its objections to the
 20 definitions and instructions, Evolve specifically objects as follows:

21 Evolve objects to this Request on the ground that it seeks "All documents and
 22 communications between Synapse and Defendant relating to funds related to Yotta or Yotta End
 23 Users" because, on its face, the Request is overbroad, unduly burdensome, harassing, and not
 24 proportional to the needs of the case. Evolve also objects to this Request on the ground that seeks
 25 discovery not relevant to any party's claim or defense in this Action because Yotta is not a Yotta
 26 End User and does not seek relief for Yotta End Users. Evolve also objects that the meanings of
 27 "relating to" and "related to" are vague and ambiguous.

1 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 2 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 3 confidential supervisory information, and/or any other applicable privilege, as well as documents
 4 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 5 Code Ann. § 23-46-101.

6 Evolve also objects to this Request to the extent it is duplicative of other Requests.

7 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 8 information that constitute or contain confidential or proprietary business information, trade
 9 secrets, commercially sensitive information, and/or any other competitively sensitive information
 10 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 11 confidential or proprietary business information subject to a protective order entered between the
 12 Parties in this Action.

13 In light of the foregoing objections, Evolve will not produce documents in response to this
 14 Request as written. Evolve is willing to meet and confer regarding the proper scope of this Request.

15 **REQUEST FOR PRODUCTION NO. 26:**

16 All documents and communications relating to shortfall(s) or underfunding of accounts that
 17 serviced Synapse End Users, including documents sufficient to show when Defendant first became
 18 aware of such shortfalls or underfunding.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 26:**

20 Subject to and without waiving its general objections, as well as its objections to the
 21 definitions and instructions, Evolve specifically objects as follows:

22 Evolve objects to this Request on the ground that it seeks “All documents and
 23 communications relating to shortfall(s) or underfunding of accounts that serviced Synapse End
 24 Users” because, on its face, the Request is overbroad, unduly burdensome, harassing, and not
 25 proportional to the needs of the case. Evolve also objects to this Request on the ground that seeks
 26 discovery not relevant to any party’s claim or defense in this Action because the Complaint does
 27 not cover all “Synapse End Users.” Evolve also objects that the meanings of “relating to” and

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1 “Synapse End Users,” and “accounts that serviced” are vague and ambiguous.

2 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 3 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 4 confidential supervisory information, and/or any other applicable privilege, as well as documents
 5 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 6 Code Ann. § 23-46-101.

7 Evolve also objects to this Request to the extent it is duplicative of other Requests.

8 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 9 information that constitute or contain confidential or proprietary business information, trade
 10 secrets, commercially sensitive information, and/or any other competitively sensitive information
 11 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 12 confidential or proprietary business information subject to a protective order entered between the
 13 Parties in this Actions.

14 In light of the foregoing objections, Evolve will not produce documents in response to this
 15 Request as written. Evolve is willing to meet and confer regarding the proper scope of this Request.

16 **REQUEST FOR PRODUCTION NO. 27:**

17 All documents and communications concerning the tracking and/or accounting of Synapse
 18 and/or Yotta End User funds including any problems or deficiencies in the tracking and/or
 19 accounting of such End User funds.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 27:**

21 Subject to and without waiving its general objections, as well as its objections to the
 22 definitions and instructions, Evolve specifically objects as follows:

23 Evolve objects to this Request on the ground that it seeks “All documents and
 24 communications concerning the tracking and/or accounting of Synapse and/or Yotta End User
 25 funds” because, on its face, the Request is overbroad, unduly burdensome, harassing, and not
 26 proportional to the needs of the case. Evolve also objects to this Request on the ground that seeks
 27 discovery not relevant to any party’s claim or defense in this Action because the Complaint does

1 not cover all Synapse End Users. Evolve also objects that the meanings of “concerning” and “End
 2 User funds” are vague and ambiguous.

3 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 4 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 5 confidential supervisory information, and/or any other applicable privilege, as well as documents
 6 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 7 Code Ann. § 23-46-101.

8 Evolve also objects to this Request to the extent it is duplicative of other Requests.

9 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 10 information that constitute or contain confidential or proprietary business information, trade
 11 secrets, commercially sensitive information, and/or any other competitively sensitive information
 12 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 13 confidential or proprietary business information subject to a protective order entered between the
 14 Parties in this Action.

15 In light of the foregoing objections, Evolve will not produce documents in response to this
 16 Request as written. Evolve is willing to meet and confer regarding the proper scope of this Request.

17 **REQUEST FOR PRODUCTION NO. 28:**

18 All documents and communications relating to meetings between Yotta and Defendant.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 28:**

20 Subject to and without waiving its general objections, as well as its objections to the
 21 definitions and instructions, Evolve specifically objects as follows:

22 Evolve objects to this Request on the ground that it seeks “All documents and
 23 communications relating to meetings between Yotta and Defendant” because, on its face, the
 24 Request is overbroad, unduly burdensome, harassing, and not proportional to the needs of the case.
 25 By seeking discovery into all documents and communications “relating to” meetings between Yotta
 26 and Evolve regardless of whether they relate to Plaintiff’s allegations in the Complaint, the Request
 27 expressly seeks discovery not relevant to any party’s claim or defense in this Action. Evolve also

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1 objects that the meaning of “relating to” is vague and ambiguous.

2 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 3 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 4 confidential supervisory information, and/or any other applicable privilege, as well as documents
 5 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 6 Code Ann. § 23-46-101.

7 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 8 documents equally available to Yotta because they are in Yotta’s possession. Evolve also objects
 9 to this Request to the extent it is duplicative of other Requests.

10 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 11 information that constitute or contain confidential or proprietary business information, trade
 12 secrets, commercially sensitive information, and/or any other competitively sensitive information
 13 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 14 confidential or proprietary business information subject to a protective order entered between the
 15 Parties in this Action.

16 Subject to and without waiving any of the foregoing objections, Evolve will produce
 17 minutes from Evolve and Yotta’s bimonthly compliance meetings, to the extent such documents
 18 exist, are within Evolve’s possession, custody, or control, and have been uncovered after a diligent
 19 search and reasonable inquiry, after a protective order is entered in this Action.

20 **REQUEST FOR PRODUCTION NO. 29:**

21 All documents relating to Defendant’s marketing of its Open Banking division to (i) fintech
 22 companies, and (ii) Yotta.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 29:**

24 Subject to and without waiving its general objections, as well as its objections to the
 25 definitions and instructions, Evolve specifically objects as follows:

26 Evolve objects to this Request on the ground that it seeks “All documents and
 27 communications relating to Defendant’s marketing of its Open Banking division to (i) fintech

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1 companies, and (ii) Yotta” because, on its face, the Request is unduly overbroad, burdensome,
 2 harassing, and not proportional to the needs of the case. By seeking discovery into all documents
 3 and communications “relating to” Evolve’s marketing of its Open Banking division regardless of
 4 whether they relate to Plaintiff’s allegations in the Complaint, the Request expressly seeks
 5 discovery not relevant to any party’s claim or defense in this Action. Evolve also objects that the
 6 meaning of “relating to” is vague and ambiguous.

7 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 8 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 9 confidential supervisory information, and/or any other applicable privilege, as well as documents
 10 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 11 Code Ann. § 23-46-101.

12 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 13 information that constitute or contain confidential or proprietary business information, trade
 14 secrets, commercially sensitive information, and/or any other competitively sensitive information
 15 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 16 confidential or proprietary business information subject to a protective order entered between the
 17 Parties in this Action.

18 Subject to and without waiving any of the foregoing objections, Evolve will produce
 19 screenshots of its website and marketing materials Evolve provided to Yotta regarding Evolve’s
 20 Open Banking division, to the extent such documents exist, are within Evolve’s possession,
 21 custody, or control, and have been uncovered after a diligent search and reasonable inquiry.

22 **REQUEST FOR PRODUCTION NO. 30:**

23 All documents relating to Defendant’s policies, procedures or practices relating to one or
 24 more fintech companies.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 30:**

26 Subject to and without waiving its general objections, as well as its objections to the

definitions and instructions, Evolve specifically objects as follows:

Evolve objects to this Request on the ground that it seeks “All documents relating to Defendant’s policies, procedures or practices relating to one or more fintech companies” because, on its face, the Request is vague, overbroad, unduly burdensome, harassing, and not proportional to the needs of the case. By seeking discovery into all documents and “relating to” Evolve’s policies, procedures or practices “relating to” fintech companies regardless of whether they relate to Plaintiff’s allegations in the Complaint, the Request expressly seeks discovery not relevant to any party’s claim or defense in this Action. Evolve also objects that the meaning of “relating to” is vague and ambiguous.

Evolve also objects to this Request to the extent it seeks documents covered by the attorney-client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing confidential supervisory information, and/or any other applicable privilege, as well as documents prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark. Code Ann. § 23-46-101.

Evolve also objects to this Request to the extent it seeks disclosure of documents and/or information that constitute or contain confidential or proprietary business information, trade secrets, commercially sensitive information, and/or any other competitively sensitive information that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such confidential or proprietary business information subject to a protective order entered between the Parties in this Action.

Subject to and without waiving any of the foregoing objections, Evolve will produce policies and procedures pertaining to Yotta, to the extent such documents exist, are within Evolve's possession, custody, or control, and have been uncovered after a diligent search and reasonable inquiry.

REQUEST FOR PRODUCTION NO. 31:

All documents relating to Defendant' policies, procedures or practices relating to Yotta End Users.

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 31:**

2 Subject to and without waiving its general objections, as well as its objections to the
 3 definitions and instructions, Evolve specifically objects as follows:

4 Evolve objects to this Request on the ground that it seeks “All documents relating to
 5 Defendant’s policies, procedures or practices relating to Yotta End Users” because, on its face, the
 6 Request is overbroad, unduly burdensome, harassing, and not proportional to the needs of the case.
 7 By seeking discovery into all documents “relating to” Evolve’s policies, procedures or practices
 8 “relating to” Yotta End Users regardless of whether they relate to Plaintiff’s allegations in the
 9 Complaint, the Request expressly seeks discovery not relevant to any party’s claim or defense in
 10 this Action. Evolve also objects that the meaning of “relating to” is vague and ambiguous.

11 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 12 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 13 confidential supervisory information, and/or any other applicable privilege, as well as documents
 14 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 15 Code Ann. § 23-46-101.

16 Evolve also objects to this Request to the extent it is duplicative of other Requests.

17 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 18 information that constitute or contain confidential or proprietary business information, trade
 19 secrets, commercially sensitive information, and/or any other competitively sensitive information
 20 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 21 confidential or proprietary business information subject to a protective order entered between the
 22 Parties in this Action.

23 Subject to and without waiving any of the foregoing objections, Evolve will produce
 24 policies and procedures pertaining to Yotta End Users, to the extent such documents exist, are
 25 within Evolve’s possession, custody, or control, and have been uncovered after a diligent search
 26 and reasonable inquiry.

1 **REQUEST FOR PRODUCTION NO. 32:**

2 All documents relating to Defendant's policies, procedures or practices relating to customer
3 FBO accounts.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 32:**

5 Subject to and without waiving its general objections, as well as its objections to the
6 definitions and instructions, Evolve specifically objects as follows:

7 Evolve objects to this Request on the ground that it seeks "All documents relating to
8 Defendant's policies, procedures or practices relating to customer FBO accounts" because, on its
9 face, it is vague, overbroad, unduly burdensome, harassing, and not proportional to the needs of the
10 case. By seeking discovery into all documents "relating to" Evolve's policies, procedures or
11 practices "relating to" customer FBO accounts regardless of whether they relate to Plaintiff's
12 allegations in the Complaint and Yotta, the Request expressly seeks discovery not relevant to any
13 party's claim or defense in this Action. Evolve also objects that the meaning of "relating to" is
14 vague and ambiguous.

15 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
16 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
17 confidential supervisory information, and/or any other applicable privilege, as well as documents
18 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
19 Code Ann. § 23-46-101.

20 Evolve also objects to this Request to the extent it is duplicative of other Requests.

21 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
22 information that constitute or contain confidential or proprietary business information, trade
23 secrets, commercially sensitive information, and/or any other competitively sensitive information
24 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
25 confidential or proprietary business information subject to a protective order entered between the
26 Parties in this Action.

27 Subject to and without waiving any of the foregoing objections, Evolve will produce

1 policies and procedures pertaining to FBO accounts holding Yotta End User funds, to the extent
 2 such documents exist, are within Evolve's possession, custody, or control, and have been uncovered
 3 after a diligent search and reasonable inquiry.

4 **REQUEST FOR PRODUCTION NO. 33:**

5 All documents relating to Defendant's policies, procedures or practices relating to reserve
 6 accounts relating to customer FBO accounts, including but not limited to any accounts related to
 7 Synapse End Users.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 33:**

9 Subject to and without waiving its general objections, as well as its objections to the
 10 definitions and instructions, Evolve specifically objects as follows:

11 Evolve objects to this Request on the ground that it seeks "All documents relating to
 12 Defendant's policies, procedures or practices relating to reserve accounts relating to customer FBO
 13 accounts" because, on its face, it is vague, overbroad, unduly burdensome, harassing, and not
 14 proportional to the needs of the case. By seeking discovery into all documents "relating to"
 15 Evolve's policies, procedures or practices "relating to" reserve accounts "relating to" customer
 16 FBO accounts regardless of whether they relate to Plaintiff's allegations in the Complaint and
 17 Yotta, the Request expressly seeks discovery not relevant to any party's claim or defense in this
 18 Action. Evolve also objects that the meaning of "relating to" is vague and ambiguous.

19 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 20 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 21 confidential supervisory information, and/or any other applicable privilege, as well as documents
 22 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 23 Code Ann. § 23-46-101.

24 Evolve also objects to this Request to the extent it is duplicative of other Requests.

25 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 26 information that constitute or contain confidential or proprietary business information, trade
 27 secrets, commercially sensitive information, and/or any other competitively sensitive information

1 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 2 confidential or proprietary business information subject to a protective order entered between the
 3 Parties in this Action.

4 Subject to and without waiving any of the foregoing objections, Evolve will produce
 5 policies and procedures pertaining to reserve accounts that pertain to FBO accounts holding Yotta
 6 End User funds, to the extent such documents exist, are within Evolve's possession, custody, or
 7 control, and have been uncovered after a diligent search and reasonable inquiry.

8 **REQUEST FOR PRODUCTION NO. 34:**

9 All documents and communications relating to Defendant's contributions to and
 10 withdrawals from reserve funds relating to FBO accounts, including but not limited to any accounts
 11 related to Synapse End Users.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 34:**

13 Subject to and without waiving its general objections, as well as its objections to the
 14 definitions and instructions, Evolve specifically objects as follows:

15 Evolve objects to this Request on the ground that it seeks "All documents and
 16 communications relating to contributions to and withdrawals from reserve funds relating to FBO
 17 accounts" because, on its face, it is vague, overbroad, unduly burdensome, harassing, and not
 18 proportional to the needs of the case. By seeking discovery into all documents and communications
 19 "relating to" contributions to and withdrawals from reserve funds relating to FBO accounts
 20 regardless of whether they relate to Plaintiff's allegations in the Complaint and Yotta, the Request
 21 expressly seeks discovery not relevant to any party's claim or defense in this Action. Evolve also
 22 objects that the meanings of "relating to," "Synapse End Users," and "Defendant's contributions"
 23 are vague and ambiguous.

24 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 25 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 26 confidential supervisory information, and/or any other applicable privilege, as well as documents
 27 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.

1 Code Ann. § 23-46-101.

2 Evolve also objects to this Request to the extent it is duplicative of other Requests.

3 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
4 information that constitute or contain confidential or proprietary business information, trade
5 secrets, commercially sensitive information, and/or any other competitively sensitive information
6 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
7 confidential or proprietary business information subject to a protective order entered between the
8 Parties in this Action.

9 Subject to and without waiving any of the foregoing objections, Evolve will produce
10 publicly filed materials submitted by Evolve in the Synapse bankruptcy proceeding regarding the
11 information requested by this Request.

12 **REQUEST FOR PRODUCTION NO. 35:**

13 Documents sufficient to show all transactions involving reserve funds relating to FBO
14 accounts, including but not limited to any accounts related to Synapse End Users.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 35:**

16 Subject to and without waiving its general objections, as well as its objections to the
17 definitions and instructions, Evolve specifically objects as follows:

18 Evolve objects to this Request on the ground that it is overbroad, unduly burdensome,
19 harassing, and not proportional to the needs of the case and seeks discovery not relevant to any
20 party's claim or defense in this Action because it seeks documents sufficient to show all
21 transactions involving reserve funds related to FBO accounts regardless of whether they relate to
22 Yotta or Yotta End Users. Evolve also objects that the meaning of "relating to" is vague and
23 ambiguous.

24 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
25 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
26 confidential supervisory information, and/or any other applicable privilege, as well as documents
27 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.

1 Code Ann. § 23-46-101.

2 Evolve also objects to this Request to the extent it is duplicative of other Requests.

3 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
4 information that constitute or contain confidential or proprietary business information, trade
5 secrets, commercially sensitive information, and/or any other competitively sensitive information
6 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
7 confidential or proprietary business information subject to a protective order entered between the
8 Parties in this Action.

9 Subject to and without waiving any of the foregoing objections, Evolve will produce
10 publicly filed materials submitted by Evolve in the Synapse bankruptcy proceeding regarding the
11 information requested by this Request.

12 **REQUEST FOR PRODUCTION NO. 36:**

13 All documents and communications relating to the 2023 migration of Mercury
14 Technologies, Inc. funds off of Synapse's systems and/or platform.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 36:**

16 Subject to and without waiving its general objections, as well as its objections to the
17 definitions and instructions, Evolve specifically objects as follows:

18 Evolve objects to this Request on the ground that it seeks "All documents and
19 communications relating to the 2023 migration of Mercury Technologies, Inc. funds off of
20 Synapse's systems and/or platform" because, on its face, the Request is overbroad, unduly
21 burdensome, harassing, and not proportional to the needs of the case. Evolve also objects that
22 documents and communications regarding the migration of Mercury Technologies, Inc.'s funds off
23 of Synapse is irrelevant to any party's claim or defense in this Action. Evolve also objects that the
24 meaning of "relating to" is vague and ambiguous.

25 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
26 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
27 confidential supervisory information, and/or any other applicable privilege, as well as documents

1 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 2 Code Ann. § 23-46-101.

3 Evolve also objects to this Request to the extent it is duplicative of other Requests.

4 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 5 information that constitute or contain confidential or proprietary business information, trade
 6 secrets, commercially sensitive information, and/or any other competitively sensitive information
 7 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 8 confidential or proprietary business information subject to a protective order entered between the
 9 Parties in this Action.

10 In light of the foregoing objections, Evolve will not produce documents in response to this
 11 Request.

12 **REQUEST FOR PRODUCTION NO. 37:**

13 All documents and communications relating to the suspension of interest payments by
 14 Defendant to Yotta that began in September 2023.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 37:**

16 Subject to and without waiving its general objections, as well as its objections to the
 17 definitions and instructions, Evolve specifically objects as follows:

18 Evolve objects to this Request on the ground that it seeks “All documents and
 19 communications relating to the suspension of interest payments by Defendant to Yotta that began
 20 in September 2023” because, on its face, the Request is overbroad, unduly burdensome, harassing,
 21 and not proportional to the needs of the case. Evolve also objects that the meaning of “relating to”
 22 is vague and ambiguous.

23 Evolve also objects to this Request on the ground that it asserts that Evolve made interest
 24 payments to Yotta when Evolve did not do so.

25 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 26 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 27 confidential supervisory information, and/or any other applicable privilege, as well as documents

1 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 2 Code Ann. § 23-46-101.

3 Evolve also objects to this Request to the extent it is duplicative of other Requests.

4 Evolve also objects to this Request to the extent it assumes that Evolve made interest
 5 payments to Yotta when it did not do so.

6 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 7 information that constitute or contain confidential or proprietary business information, trade
 8 secrets, commercially sensitive information, and/or any other competitively sensitive information
 9 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 10 confidential or proprietary business information subject to a protective order entered between the
 11 Parties in this Action.

12 Subject to and without waiving any of the foregoing objections, Evolve states there are no
 13 documents responsive to this Request.

14 **REQUEST FOR PRODUCTION NO. 38:**

15 All documents and communications relating to Defendant's May 11, 2024 suspension of
 16 Yotta End User accounts.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 38:**

18 Subject to and without waiving its general objections, as well as its objections to the
 19 definitions and instructions, Evolve specifically objects as follows:

20 Evolve objects to this Request on the ground that it seeks "All documents and
 21 communications relating to Defendant's May 11, 2024 suspension of Yotta End User accounts"
 22 because, on its face, the Request is overbroad, unduly burdensome, harassing, and not proportional
 23 to the needs of the case. Evolve also objects that the meaning of "relating to" is vague and
 24 ambiguous.

25 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 26 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 27 confidential supervisory information, and/or any other applicable privilege, as well as documents

1 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 2 Code Ann. § 23-46-101.

3 Evolve also objects to this Request to the extent it is duplicative of other Requests.

4 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 5 information that constitute or contain confidential or proprietary business information, trade
 6 secrets, commercially sensitive information, and/or any other competitively sensitive information
 7 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 8 confidential or proprietary business information subject to a protective order entered between the
 9 Parties in this Action.

10 Subject to and without waiving any of the foregoing objections, Evolve will produce
 11 exemplar communications sent to Yotta End Users regarding the May 11, 2024 freeze and
 12 subsequent reconciliation.

13 **REQUEST FOR PRODUCTION NO. 39:**

14 All documents and communications concerning any amounts paid from, applied or charged
 15 to, or debited from FBO accounts relating to any (a) fee, (b) charge, or (c) amount other than
 16 specific withdrawals or payments initiated by an end user.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 39:**

18 Subject to and without waiving its general objections, as well as its objections to the
 19 definitions and instructions, Evolve specifically objects as follows:

20 Evolve objects to this Request on the ground that it seeks “All documents concerning any
 21 amounts paid from, applied or charged to, or debited from FBO accounts relating to any (a) fee, (b)
 22 charge, or (c) amount other than specific withdrawals or payments initiated by an end user” because,
 23 on its face, it is vague, overbroad, unduly burdensome, harassing, and not proportional to the needs
 24 of the case. By seeking discovery of all documents and communications “concerning” credits and
 25 debits to FBO accounts not initiated by an end user regardless of whether they relate to Plaintiff’s
 26 allegations in the Complaint or Yotta, the Request expressly seeks discovery not relevant to any
 27 party’s claim or defense in this Action. Evolve also objects that the meanings of “concerning” and

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1 “relating to” are vague and ambiguous.

2 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 3 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 4 confidential supervisory information, and/or any other applicable privilege, as well as documents
 5 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 6 Code Ann. § 23-46-101.

7 Evolve also objects to this Request to the extent it is duplicative of other Requests.

8 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 9 information that constitute or contain confidential or proprietary business information, trade
 10 secrets, commercially sensitive information, and/or any other competitively sensitive information
 11 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 12 confidential or proprietary business information subject to a protective order entered between the
 13 Parties in this Action.

14 In light of the foregoing objections, Evolve will not produce documents in response to this
 15 Request.

16 **REQUEST FOR PRODUCTION NO. 40:**

17 All documents and communications relating to Account Analysis Charges applied or
 18 charged to or debited from FBO accounts.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 40:**

20 Subject to and without waiving its general objections, as well as its objections to the
 21 definitions and instructions, Evolve specifically objects as follows:

22 Evolve objects to this Request on the ground that it seeks “All documents and
 23 communications relating to Account Analysis Charges applied or charged to or debited from FBO
 24 accounts” because, on its face, it is vague, overbroad, unduly burdensome, harassing, and not
 25 proportional to the needs of the case. By seeking discovery of all documents and communications
 26 “relating to” Account Analysis Charges on FBO accounts regardless of whether they relate to
 27 Plaintiff’s allegations in the Complaint and Yotta, the Request expressly seeks discovery not

1 relevant to any party's claim or defense in this Action. Evolve also objects that the meaning of
 2 "relating to" is vague and ambiguous.

3 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 4 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 5 confidential supervisory information, and/or any other applicable privilege, as well as documents
 6 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 7 Code Ann. § 23-46-101.

8 Evolve also objects to this Request to the extent it is duplicative of other Requests.

9 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 10 information that constitute or contain confidential or proprietary business information, trade
 11 secrets, commercially sensitive information, and/or any other competitively sensitive information
 12 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 13 confidential or proprietary business information subject to a protective order entered between the
 14 Parties in this Action.

15 In light of the foregoing objections, Evolve will not produce documents in response to this
 16 Request.

17 REQUEST FOR PRODUCTION NO. 41:

18 All invoices from TabaPay, Inc. or its affiliate(s).

19 RESPONSE TO REQUEST FOR PRODUCTION NO. 41:

20 Subject to and without waiving its general objections, as well as its objections to the
 21 definitions and instructions, Evolve specifically objects as follows:

22 Evolve objects to this Request on the ground that it is unduly overbroad and burdensome
 23 and seeks discovery not relevant to any party's claim or defense in this Action because it is not
 24 limited to TabaPay, Inc. invoices pertaining to Yotta and also seeks invoices from unspecified
 25 "affiliate(s)."

26 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 27 information that constitute or contain confidential or proprietary business information, trade

1 secrets, commercially sensitive information, and/or any other competitively sensitive information
 2 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 3 confidential or proprietary business information subject to a protective order entered between the
 4 Parties in this Action.

5 Subject to and without waiving any of the foregoing objections, Evolve will produce
 6 TabaPay, Inc. invoices, to the extent such documents exist, are within Evolve's possession, custody,
 7 or control, and have been uncovered after a diligent search and reasonable inquiry, after a protective
 8 order is entered in this Action.

9 **REQUEST FOR PRODUCTION NO. 42:**

10 All documents and communications concerning the debiting of FBO accounts for amounts
 11 concerning TabaPay Inc or its affiliate(s).

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 42:**

13 Subject to and without waiving its general objections, as well as its objections to the
 14 definitions and instructions, Evolve specifically objects as follows:

15 Evolve objects to this Request on the ground that it seeks "All documents and
 16 communications concerning the debiting of FBO accounts for amounts concerning TabaPay Inc or
 17 its affiliate(s)" because, on its face, the Request is overbroad, unduly burdensome, harassing, and
 18 not proportional to the needs of the case. By seeking discovery of all documents and
 19 communications "concerning" the debiting of FBO accounts for amounts concerning TabaPay Inc.
 20 or its affiliates regardless of whether they relate Plaintiff's allegations in the Complaint or Yotta,
 21 the Request expressly seeks discovery not relevant to any party's claim or defense in this Action.
 22 Evolve also objects that the meaning of "concerning" is vague and ambiguous.

23 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 24 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 25 confidential supervisory information, and/or any other applicable privilege, as well as documents
 26 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 27 Code Ann. § 23-46-101.

1 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 2 information that constitute or contain confidential or proprietary business information, trade
 3 secrets, commercially sensitive information, and/or any other competitively sensitive information
 4 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 5 confidential or proprietary business information subject to a protective order entered between the
 6 Parties in this Action.

7 Evolve also objects to this Request to the extent it is duplicative of other Requests.

8 In light of the foregoing objections, Evolve will not produce documents in response to this
 9 Request.

10 **REQUEST FOR PRODUCTION NO. 43:**

11 All agreements or contracts with TabaPay Inc. or its affiliate(s).

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 43:**

13 Subject to and without waiving its general objections, as well as its objections to the
 14 definitions and instructions, Evolve specifically objects as follows:

15 Evolve objects to this Request on the ground that it is overbroad and unduly burdensome
 16 and seeks discovery not relevant to any party's claim or defense in this Action because it is not
 17 limited to TabaPay, Inc. agreements pertaining to Yotta and also seeks agreement with unspecified
 18 "affiliate(s)."

19 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 20 information that constitute or contain confidential or proprietary business information, trade
 21 secrets, commercially sensitive information, and/or any other competitively sensitive information
 22 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 23 confidential or proprietary business information subject to a protective order entered between the
 24 Parties in this Action.

25 Subject to and without waiving any of the foregoing objections, Evolve will produce
 26 agreements between Evolve and TabaPay, Inc., to the extent such documents exist, are within
 27 Evolve's possession, custody, or control, and have been uncovered after a diligent search and

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1 reasonable inquiry, after a protective order is entered in this Action.

2 **REQUEST FOR PRODUCTION NO. 44:**

3 All communications with Synapse concerning Account Analysis Charges, TabaPay, and/or
4 any payment from or debit of FBO accounts.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 44:**

6 Subject to and without waiving its general objections, as well as its objections to the
7 definitions and instructions, Evolve specifically objects as follows:

8 Evolve objects to this Request on the ground that it seeks “All communications with
9 Synapse concerning Account Analysis Charges, TabaPay, and/or any payment from or debit of
10 FBO accounts” because, on its face, the Request is overbroad, unduly burdensome, harassing, and
11 not proportional to the needs of the case. By seeking discovery into all communications with
12 Synapse “concerning” Account Analysis Charges, TabaPay, and/or any payment from or debit of
13 FBO accounts regardless of whether they relate to Plaintiff’s allegations in the Complaint or Yotta,
14 the Request expressly seeks discovery not relevant to any party’s claim or defense in this Action.
15 Evolve also objects that the meaning of “concerning” is vague and ambiguous.

16 Evolve also objects to this Request to the extent it is duplicative of other Requests.

17 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
18 information that constitute or contain confidential or proprietary business information, trade
19 secrets, commercially sensitive information, and/or any other competitively sensitive information
20 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
21 confidential or proprietary business information subject to a protective order entered between the
22 Parties in this Action.

23 In light of the foregoing objections, Evolve will not produce documents in response to this
24 Request as written. Evolve is willing to meet and confer regarding the proper scope of this Request.

25 **REQUEST FOR PRODUCTION NO. 45:**

26 All agreements or contracts between Defendant and Synapse.

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 45:**

1 Subject to and without waiving its general objections, as well as its objections to the
 2 definitions and instructions, Evolve specifically objects as follows:

3 Evolve objects to this Request on the ground that it is overbroad and unduly burdensome
 4 and seeks discovery not relevant to any party's claim or defense in this Action because it seeks all
 5 agreements between Evolve and Synapse regardless of whether they pertain to Yotta.

6 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 7 information that constitute or contain confidential or proprietary business information, trade
 8 secrets, commercially sensitive information, and/or any other competitively sensitive information
 9 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 10 confidential or proprietary business information subject to a protective order entered between the
 11 Parties in this Action.

12 Evolve also objects that this Request is duplicative of other Requests.

13 Subject to and without waiving any of the foregoing objections, Evolve will produce
 14 agreements between it and Synapse regarding banking services provided to Yotta End Users, to the
 15 extent such documents exist, are within Evolve's possession, custody, or control, and have been
 16 uncovered after a diligent search and reasonable inquiry, after a protective order is entered in this
 17 Action.

18 **REQUEST FOR PRODUCTION NO. 46:**

19 All documents and communications relating to the Synapse Consumer Reserve Account
 20 Agreement concerning Yotta.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 46:**

22 Subject to and without waiving its general objections, as well as its objections to the
 23 definitions and instructions, Evolve specifically objects as follows:

24 Evolve objects to this Request on the ground that it seeks "All documents and
 25 communications relating to the Synapse Consumer Reserve Account Agreement concerning Yotta"
 26 because, on its face, the Request is overbroad, unduly burdensome, harassing, and not proportional
 27 to the needs of the case. Evolve also objects that the meaning of "relating to" and "concerning" are

1 vague and ambiguous.

2 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 3 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 4 confidential supervisory information, and/or any other applicable privilege, as well as documents
 5 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 6 Code Ann. § 23-46-101.

7 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 8 information that constitute or contain confidential or proprietary business information, trade
 9 secrets, commercially sensitive information, and/or any other competitively sensitive information
 10 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 11 confidential or proprietary business information subject to a protective order entered between the
 12 Parties in this Action.

13 Evolve also objects that this Request is duplicative of other Requests.

14 Subject to and without waiving any of the foregoing objections, Evolve will produce the
 15 Synapse Consumer Reserve Account Agreement, to the extent such a document exists, is within
 16 Evolve's possession, custody, or control, and has been uncovered after a diligent search and
 17 reasonable inquiry, after a protective order is entered in this Action.

18 REQUEST FOR PRODUCTION NO. 47:

19 All documents and communications relating [to] the accuracy and/or inaccuracy of balances
 20 in FBO accounts held by Defendant, including but not limited [to] the reasons for any inaccuracies.

21 RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

22 Subject to and without waiving its general objections, as well as its objections to the
 23 definitions and instructions, Evolve specifically objects as follows:

24 Evolve objects to this Request on the ground that it seeks "All documents and
 25 communications relating [to] the accuracy and/or inaccuracy of balances in FBO accounts held by
 26 Defendant" because, on its face, the Request is overbroad, unduly burdensome, harassing, and not
 27 proportional to the needs of the case. By seeking discovery of all documents and communications

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1 relating to the accuracy and/or inaccuracy of balances in FBO accounts regardless of whether they
 2 relate to Yotta, the Request expressly seeks discovery not relevant to any party's claim or defense
 3 in this Action. Evolve also objects that the meaning of "relating to" and "inaccuracies" are vague
 4 and ambiguous.

5 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 6 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 7 confidential supervisory information, and/or any other applicable privilege, as well as documents
 8 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 9 Code Ann. § 23-46-101.

10 Evolve also objects that this Request is duplicative of other Requests.

11 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 12 information that constitute or contain confidential or proprietary business information, trade
 13 secrets, commercially sensitive information, and/or any other competitively sensitive information
 14 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 15 confidential or proprietary business information subject to a protective order entered between the
 16 Parties in this Action.

17 In light of the foregoing objections, Evolve will not produce documents in response to this
 18 Request as written. Evolve is willing to meet and confer regarding the proper scope of this Request.

19 REQUEST FOR PRODUCTION NO. 48:

20 All documents and communications relating to the end of Chief Marketing &
 21 Communications Officer Thomas Holmes Jr.'s employment by Defendant, including but not
 22 limited to all documents and communications concerning his resignation and/or termination.

23 RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

24 Subject to and without waiving its general objections, as well as its objections to the
 25 definitions and instructions, Evolve specifically objects as follows:

26 Evolve objects to this Request on the ground that it seeks "All documents and
 27 communications relating to the end of Chief Marketing & Communications Officer Thomas

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1 Holmes Jr.'s employment by Defendant" because, on its face, the Request is overbroad, unduly
 2 burdensome, harassing, and not proportional to the needs of the case. By seeking discovery of all
 3 documents and communications relating to the end of Mr. Holmes's employment, about which
 4 Plaintiff alleges nothing in the Complaint, the Request expressly seeks discovery not relevant to
 5 any party's claim or defense in this Action. Evolve also objects that the meaning of "relating to"
 6 is vague and ambiguous.

7 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 8 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 9 confidential supervisory information, and/or any other applicable privilege, as well as documents
 10 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 11 Code Ann. § 23-46-101. Evolve also objects to the Request to the extent that it calls for the
 12 production of information that is confidential under third parties' right to privacy, Cal. Const., art.
 13 1, § 1.

14 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 15 information that constitute or contain confidential or proprietary business information, trade
 16 secrets, commercially sensitive information, and/or any other competitively sensitive information
 17 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 18 confidential or proprietary business information subject to a protective order entered between the
 19 Parties in this Action.

20 In light of the foregoing objections, Evolve will not produce documents in response to this
 21 Request.

22 **REQUEST FOR PRODUCTION NO. 49:**

23 All documents and communications relating to the end of Chief Technology Officer Chris
 24 Staab's employment by Defendant, including but not limited to all documents and communications
 25 concerning his resignation and/or termination.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 49:**

27 Subject to and without waiving its general objections, as well as its objections to the

1 definitions and instructions, Evolve specifically objects as follows:

2 Evolve objects to this Request on the ground that it seeks “All documents and
 3 communications relating to the end of Chief Technology Officer Chris Staab’s employment by
 4 Defendant” because, on its face, the Request is overbroad, unduly burdensome, harassing, and not
 5 proportional to the needs of the case. By seeking discovery of all documents and communications
 6 relating to the end of Mr. Staab’s employment, about which Plaintiff alleges nothing in the
 7 Complaint, the Request expressly seeks discovery not relevant to any party’s claim or defense in
 8 this Action. Evolve also objects that the meaning of “relating to” is vague and ambiguous.

9 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 10 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 11 confidential supervisory information, and/or any other applicable privilege, as well as documents
 12 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 13 Code Ann. § 23-46-101. Evolve also objects to the Request to the extent that it calls for the
 14 production of information that is confidential under third parties’ right to privacy, Cal. Const., art.
 15 1, § 1.

16 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 17 information that constitute or contain confidential or proprietary business information, trade
 18 secrets, commercially sensitive information, and/or any other competitively sensitive information
 19 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 20 confidential or proprietary business information subject to a protective order entered between the
 21 Parties in this Action.

22 In light of the foregoing objections, Evolve will not produce documents in response to this
 23 Request.

24 **REQUEST FOR PRODUCTION NO. 50:**

25 All documents and communications relating to the end of Chief Compliance Officer Cecilia
 26 Russell’s employment by Defendant, including but not limited to all documents and
 27 communications concerning her resignation and/or termination.

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 50:**

2 Subject to and without waiving its general objections, as well as its objections to the
 3 definitions and instructions, Evolve specifically objects as follows:

4 Evolve objects to this Request on the ground that it seeks “All documents and
 5 communications relating to the end of Chief Compliance Officer Cecilia Russell’s employment by
 6 Defendant” because, on its face, the Request is overbroad, unduly burdensome, harassing, and not
 7 proportional to the needs of the case. By seeking discovery of all documents and communications
 8 relating to the end of Ms. Russell’s employment, about which Plaintiff alleges nothing in the
 9 Complaint, the Request expressly seeks discovery not relevant to any party’s claim or defense in
 10 this Action. Evolve also objects that the meaning of “relating to” is vague and ambiguous.

11 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 12 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 13 confidential supervisory information, and/or any other applicable privilege, as well as documents
 14 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 15 Code Ann. § 23-46-101. Evolve also objects to the Request to the extent that it calls for the
 16 production of information that is confidential under third parties’ right to privacy, Cal. Const., art.
 17 1, § 1.

18 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 19 information that constitute or contain confidential or proprietary business information, trade
 20 secrets, commercially sensitive information, and/or any other competitively sensitive information
 21 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 22 confidential or proprietary business information subject to a protective order entered between the
 23 Parties in this Action.

24 In light of the foregoing objections, Evolve will not produce documents in response to this
 25 Request.

26 **REQUEST FOR PRODUCTION NO. 51:**

27 All documents and communications between Synapse and Defendant relating to Synapse’s

1 platform.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 51:**

3 Subject to and without waiving its general objections, as well as its objections to the
4 definitions and instructions, Evolve specifically objects as follows:

5 Evolve objects to this Request on the ground that it seeks “All documents and
6 communications between Synapse and Defendant relating to Synapse’s platform” because, on its
7 face, it is vague, overbroad, unduly burdensome, harassing, and not proportional to the needs of the
8 case. By seeking discovery of all documents and communications between Evolve and Synapse
9 regardless of whether they are related to the allegations in the Complaint or Yotta, the Request
10 expressly seeks discovery not relevant to any party’s claim or defense in this Action. Evolve also
11 objects that the meanings of “relating to” and “Synapse’s platform” are vague and ambiguous.

12 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
13 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
14 confidential supervisory information, and/or any other applicable privilege, as well as documents
15 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
16 Code Ann. § 23-46-101.

17 Evolve also objects that this Request is duplicative of other Requests.

18 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
19 information that constitute or contain confidential or proprietary business information, trade
20 secrets, commercially sensitive information, and/or any other competitively sensitive information
21 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
22 confidential or proprietary business information subject to a protective order entered between the
23 Parties in this Action.

24 In light of the foregoing objections, Evolve will not produce documents in response to this
25 Request as written. Evolve is willing to meet and confer regarding the proper scope of this Request.

26 **REQUEST FOR PRODUCTION NO. 52:**

27 All documents and communications between Defendant and the Independent Trustee of

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1 Synapse.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 52:**

3 Subject to and without waiving its general objections, as well as its objections to the
4 definitions and instructions, Evolve specifically objects as follows:

5 Evolve objects to this Request on the ground that it seeks “All documents and
6 communications between Defendant and the Independent Trustee of Synapse” because, on its face,
7 the Request is overbroad, unduly burdensome, harassing, and not proportional to the needs of the
8 case. By seeking discovery into all documents and communications between Evolve and the
9 Independent Trustee of Synapse regardless of whether they are related to the allegations in the
10 Complaint or Yotta, the Request expressly seeks discovery not relevant to any party’s claim or
11 defense in this Action.

12 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
13 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
14 confidential supervisory information, and/or any other applicable privilege, as well as documents
15 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
16 Code Ann. § 23-46-101.

17 Evolve also objects that this Request is duplicative of other Requests.

18 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
19 information that constitute or contain confidential or proprietary business information, trade
20 secrets, commercially sensitive information, and/or any other competitively sensitive information
21 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
22 confidential or proprietary business information subject to a protective order entered between the
23 Parties in this Action.

24 Subject to and without waiving any of the foregoing objections, Evolve will produce all
25 documents publicly filed by Evolve in the Synapse bankruptcy proceeding.

26 **REQUEST FOR PRODUCTION NO. 53:**

27 All documents and communications concerning any reconciliation efforts from January 1,

1 2023 to the present.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 53:**

3 Subject to and without waiving its general objections, as well as its objections to the
4 definitions and instructions, Evolve specifically objects as follows:

5 Evolve objects to this Request on the ground that it seeks “All documents and
6 communications concerning any reconciliation efforts from January 1, 2023 to the present”
7 because, on its face, the Request is overbroad, unduly burdensome, harassing, and not proportional
8 to the needs of the case. By seeking discovery into all documents and communications “concerning
9 any reconciliation efforts” regardless of whether they are related to the allegations in the Complaint
10 or Yotta, the Request expressly seeks discovery not relevant to any party’s claim or defense in this
11 Action. Evolve also objects that the meanings of “concerning” and “reconciliation efforts” are
12 vague and ambiguous.

13 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
14 client privilege, work product doctrine, trial-preparation protection under Federal Rule of Civil
15 Procedure 26, the bank examination privilege, restrictions on disclosing confidential supervisory
16 information, and/or any other applicable privilege, as well as documents prohibited from disclosure
17 pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark. Code Ann. § 23-46-101.

18 Evolve also objects that this Request is duplicative of other Requests.

19 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
20 information that constitute or contain confidential or proprietary business information, trade
21 secrets, commercially sensitive information, and/or any other competitively sensitive information
22 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
23 confidential or proprietary business information subject to a protective order entered between the
24 Parties in this Action.

25 Subject to and without waiving any of the foregoing objections, Evolve will produce
26 exemplars of communications provided to Yotta End Users regarding the May 11, 2024 account
27 freeze and subsequent reconciliation and publicly available information regarding the

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1 reconciliation provided by Evolve at reconciliationbyevolve.com.

2 **REQUEST FOR PRODUCTION NO. 54:**

3 All documents and communications relating to the calculation of Yotta End User balances
 4 shown on Defendant's website reconciliationbyevolve.com, including but not limited to any
 5 reconciliation efforts from January 1, 2023 to the present.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 54:**

7 Subject to and without waiving its general objections, as well as its objections to the
 8 definitions and instructions, Evolve specifically objects as follows:

9 Evolve objects to this Request on the ground that it seeks "All documents and
 10 communications relating to the calculation of Yotta End User balances shown on Defendant's
 11 website reconciliationbyevolve.com" because, on its face, the Request is overbroad, unduly
 12 burdensome, harassing, and not proportional to the needs of the case. Because Yotta is not a Yotta
 13 End User and does not seek relief for Yotta End Users, the Request expressly seeks discovery not
 14 relevant to any party's claim or defense in this Action. Evolve also objects that the meanings of
 15 "relating to" and "reconciliation efforts" are vague and ambiguous.

16 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 17 client privilege, work product doctrine, trial-preparation protection under Federal Rule of Civil
 18 Procedure 26, the bank examination privilege, restrictions on disclosing confidential supervisory
 19 information, and/or any other applicable privilege, as well as documents prohibited from disclosure
 20 pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark. Code Ann. § 23-46-101.

21 Evolve also objects to the Request to the extent it is duplicative of other Requests.

22 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 23 information that constitute or contain confidential or proprietary business information, trade
 24 secrets, commercially sensitive information, and/or any other competitively sensitive information
 25 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 26 confidential or proprietary business information subject to a protective order entered between the
 27 Parties in this Action.

28

1 In light of the foregoing objections, Evolve will not produce documents in response to this
 2 Request.

3 **REQUEST FOR PRODUCTION NO. 55:**

4 All documents and communications relating to Defendant's calculation of the "Evolve
 5 payment" to Yotta End Users shown on Defendant' website reconciliationbyevolve.com.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 55:**

7 Subject to and without waiving its general objections, as well as its objections to the
 8 definitions and instructions, Evolve specifically objects as follows:

9 Evolve objects to this Request on the ground that it seeks "All documents and
 10 communications relating to Defendant's calculation of the 'Evolve payment' to Yotta End Users"
 11 because, on its face, the Request is overbroad, unduly burdensome, harassing, and not proportional
 12 to the needs of the case. Because Yotta is not a Yotta End User and does not seek relief for Yotta
 13 End Users, the Request expressly seeks discovery not relevant to any party's claim or defense in
 14 this Action. Evolve also objects that the meanings of "relating to" and "reconciliation efforts" are
 15 vague and ambiguous.

16 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 17 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 18 confidential supervisory information, and/or any other applicable privilege, as well as documents
 19 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 20 Code Ann. § 23-46-101.

21 Evolve also objects to the Request to the extent it is duplicative of other Requests.

22 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 23 information that constitute or contain confidential or proprietary business information, trade
 24 secrets, commercially sensitive information, and/or any other competitively sensitive information
 25 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 26 confidential or proprietary business information subject to a protective order entered between the
 27 Parties in this Action.

1 In light of the foregoing objections, Evolve will not produce documents in response to this
 2 Request.

3 **REQUEST FOR PRODUCTION NO. 56:**

4 All documents and communications relating to irregularities or inaccuracies in ledgers
 5 Synapse provided to Defendant.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 56:**

7 Subject to and without waiving its general objections, as well as its objections to the
 8 definitions and instructions, Evolve specifically objects as follows:

9 Evolve objects to this Request on the ground that it seeks “All documents and
 10 communications relating to irregularities or inaccuracies in ledgers Synapse provided to
 11 Defendant” because, on its face, the Request is overbroad, unduly burdensome, harassing, and not
 12 proportional to the needs of the case. By seeking discovery into all documents and communications
 13 relating to irregularities or inaccuracies in ledgers Synapse provided to Evolve regardless of
 14 whether they relate to Plaintiff’s allegations in the Complaint or Yotta, the Request expressly seeks
 15 discovery not relevant to any party’s claim or defense in this Action. Evolve also objects that the
 16 meanings of “relating to,” “irregularities,” or “inaccuracies” are vague and ambiguous.

17 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 18 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 19 confidential supervisory information, and/or any other applicable privilege, as well as documents
 20 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 21 Code Ann. § 23-46-101.

22 Evolve also objects to the Request to the extent it is duplicative of other Requests.

23 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 24 information that constitute or contain confidential or proprietary business information, trade
 25 secrets, commercially sensitive information, and/or any other competitively sensitive information
 26 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 27 confidential or proprietary business information subject to a protective order entered between the

1 Parties in this Action.

2 Subject to and without waiving any of the foregoing objections, Evolve will produce
 3 documents publicly filed by Evolve in the Synapse bankruptcy proceeding regarding the
 4 information requested by this Request.

5 **REQUEST FOR PRODUCTION NO. 57:**

6 The financial statements of Bancorp.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 57:**

8 Subject to and without waiving its general objections, as well as its objections to the
 9 definitions and instructions, Evolve specifically objects as follows:

10 Evolve objects to this Request as overbroad, unduly burdensome, harassing, irrelevant to
 11 any party's claim or defense in this Action, and not proportional to the needs of the case because
 12 Plaintiff has not alleged any conduct by Bancorp and Plaintiff voluntarily dismissed all claims
 13 against Bancorp, ECF No. 40.

14 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 15 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 16 confidential supervisory information, and/or any other applicable privilege, as well as documents
 17 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 18 Code Ann. § 23-46-101.

19 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 20 information that constitute or contain confidential or proprietary business information, trade
 21 secrets, commercially sensitive information, and/or any other competitively sensitive information
 22 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 23 confidential or proprietary business information subject to a protective order entered between the
 24 Parties in this Action.

25 In light of the foregoing objections, Evolve will not produce documents in response to this
 26 Request.

27 **REQUEST FOR PRODUCTION NO. 58:**

1 The financial statements of Bank & Trust.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 58:**

3 Subject to and without waiving its general objections, as well as its objections to the
4 definitions and instructions, Evolve specifically objects as follows:

5 Evolve objects to this Request as overbroad, unduly burdensome, harassing, irrelevant to
6 any party's claim or defense in this Action, and not proportional to the needs of the case because
7 Evolve's financial status is not at issue in the Complaint.

8 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
9 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
10 confidential supervisory information, and/or any other applicable privilege, as well as documents
11 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
12 Code Ann. § 23-46-101.

13 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
14 information that constitute or contain confidential or proprietary business information, trade
15 secrets, commercially sensitive information, and/or any other competitively sensitive information
16 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
17 confidential or proprietary business information subject to a protective order entered between the
18 Parties in this Action.

19 Subject to and without waiving any of the foregoing objections, Evolve will produce its Call
20 Reports, which are publicly available from the Federal Financial Institutions Examination Council,
21 in response to this Request.

22 **REQUEST FOR PRODUCTION NO. 59:**

23 Documents sufficient to show intercompany transfers between Bancorp and Bank & Trust.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 59:**

25 Subject to and without waiving its general objections, as well as its objections to the
26 definitions and instructions, Evolve specifically objects as follows:

27 Evolve objects to this Request as overbroad, unduly burdensome, harassing, irrelevant to

1 any party's claim or defense in this Action, and not proportional to the needs of the case because
 2 the financial relationship between Evolve and Bancorp is not at issue in the Complaint and Plaintiff
 3 has not alleged any conduct by Bancorp. Moreover, Plaintiff voluntarily dismissed all claims
 4 against Bancorp, ECF No. 40.

5 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 6 information that constitute or contain confidential or proprietary business information, trade
 7 secrets, commercially sensitive information, and/or any other competitively sensitive information
 8 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 9 confidential or proprietary business information subject to a protective order entered between the
 10 Parties in this Action.

11 In light of the foregoing objections, Evolve will not produce documents in response to this
 12 Request.

13 **REQUEST FOR PRODUCTION NO. 60:**

14 Documents sufficient to show every type of action Bank & Trust takes that requires
 15 approval from Bancorp, including budgets, capital or operating expenditures, Bank & Trust's entry
 16 into a contract or Bank & Trust's involvement in business transactions.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 60:**

18 Subject to and without waiving its general objections, as well as its objections to the
 19 definitions and instructions, Evolve specifically objects as follows:

20 Evolve objects to this Request as overbroad, unduly burdensome, harassing, irrelevant to
 21 any party's claim or defense in this Action, and not proportional to the needs of the case because
 22 the Complaint does not allege any conduct by Bancorp or Bancorp's approval of Evolve's conduct.
 23 Moreover, Plaintiff voluntarily dismissed all claims against Bancorp, ECF No. 40.

24 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 25 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 26 confidential supervisory information, and/or any other applicable privilege, as well as documents
 27 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.

1 Code Ann. § 23-46-101.

2 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 3 information that constitute or contain confidential or proprietary business information, trade
 4 secrets, commercially sensitive information, and/or any other competitively sensitive information
 5 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 6 confidential or proprietary business information subject to a protective order entered between the
 7 Parties in this Action.

8 In light of the foregoing objections, Evolve will not produce documents in response to this
 9 Request.

10 **REQUEST FOR PRODUCTION NO. 61:**

11 Documents sufficient to show each state in which Bancorp operates.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 61:**

13 Subject to and without waiving its general objections, as well as its objections to the
 14 definitions and instructions, Evolve specifically objects as follows:

15 Evolve objects to this Request as overbroad, unduly burdensome, harassing, irrelevant to
 16 any party's claim or defense in this Action, and not proportional to the needs of the case because
 17 Plaintiff has not alleged any conduct by Bancorp. Moreover, Plaintiff voluntarily dismissed all
 18 claims against Bancorp, ECF No. 40.

19 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 20 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 21 confidential supervisory information, and/or any other applicable privilege, as well as documents
 22 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 23 Code Ann. § 23-46-101.

24 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 25 information that constitute or contain confidential or proprietary business information, trade
 26 secrets, commercially sensitive information, and/or any other competitively sensitive information
 27 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such

1 confidential or proprietary business information subject to a protective order entered between the
 2 Parties in this Action.

3 In light of the foregoing objections, Evolve will not produce documents in response to this
 4 Request.

5 **REQUEST FOR PRODUCTION NO. 62:**

6 Documents sufficient to show each state in which Bank & Trust operates.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 62:**

8 Subject to and without waiving its general objections, as well as its objections to the
 9 definitions and instructions, Evolve specifically objects as follows:

10 Evolve objects to this Request as overbroad, unduly burdensome, harassing, irrelevant to
 11 any party's claim or defense in this Action, and not proportional to the needs of the case.

12 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 13 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 14 confidential supervisory information, and/or any other applicable privilege, as well as documents
 15 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 16 Code Ann. § 23-46-101.

17 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 18 information that constitute or contain confidential or proprietary business information, trade
 19 secrets, commercially sensitive information, and/or any other competitively sensitive information
 20 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 21 confidential or proprietary business information subject to a protective order entered between the
 22 Parties in this Action.

23 In light of the foregoing objections, Evolve will not produce documents in response to this
 24 Request. Evolve is an Arkansas-chartered bank with its corporate headquarters in Tennessee. *See*
 25 *also* BankFind Suite: Institution Details – Evolve Bank & Trust,
 26 <https://banks.data.fdic.gov/bankfind-suite/bankfind/details/1299>.

27 **REQUEST FOR PRODUCTION NO. 63:**

1 Documents sufficient to identify each and every of Bancorp's directors, officers, and
 2 employees.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 63:**

4 Subject to and without waiving its general objections, as well as its objections to the
 5 definitions and instructions, Evolve specifically objects as follows:

6 Evolve objects to this Request as overbroad, unduly burdensome, harassing, irrelevant to
 7 any party's claim or defense in this Action, and not proportional to the needs of the case because
 8 Plaintiff has not alleged any conduct by Bancorp. Moreover, Plaintiff voluntarily dismissed all
 9 claims against Bancorp, ECF No. 40.

10 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 11 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 12 confidential supervisory information, and/or any other applicable privilege, as well as documents
 13 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 14 Code Ann. § 23-46-101.

15 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 16 information that constitute or contain confidential or proprietary business information, trade
 17 secrets, commercially sensitive information, and/or any other competitively sensitive information
 18 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 19 confidential or proprietary business information subject to a protective order entered between the
 20 Parties in this Action.

21 In light of the foregoing objections, Evolve will not produce documents in response to this
 22 Request.

23 **REQUEST FOR PRODUCTION NO. 64:**

24 All documents concerning any communications between Bancorp and Yotta.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 64:**

26 Subject to and without waiving its general objections, as well as its objections to the
 27 definitions and instructions, Evolve specifically objects as follows:

1 Evolve objects to this Request on the ground that it seeks “All documents concerning any
 2 communications between Bancorp and Yotta,” because, on its face, the Request is overbroad,
 3 unduly burdensome, harassing, and not proportional to the needs of the case. By seeking discovery
 4 into all communications between Bancorp and Yotta regardless of whether they are related to the
 5 allegations in the Complaint, the Request expressly seeks discovery not relevant to any party’s
 6 claim or defense in this Action. Evolve also objects to this Request as unduly overbroad,
 7 burdensome, harassing, irrelevant to any party’s claim or defense in this Action, and not
 8 proportional to the needs of the case because Plaintiff has not alleged any conduct by Bancorp.
 9 Moreover, Plaintiff voluntarily dismissed all claims against Bancorp, ECF No. 40.

10 Evolve also objects that the meaning of “concerning” is vague and ambiguous.

11 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 12 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 13 confidential supervisory information, and/or any other applicable privilege, as well as documents
 14 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 15 Code Ann. § 23-46-101.

16 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 17 documents equally available to Yotta. Evolve also objects that this Request is duplicative of other
 18 Requests.

19 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 20 information that constitute or contain confidential or proprietary business information, trade
 21 secrets, commercially sensitive information, and/or any other competitively sensitive information
 22 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 23 confidential or proprietary business information subject to a protective order entered between the
 24 Parties in this Action.

25 In light of the foregoing objections, Evolve will not produce documents in response to this
 26 Request.

27

28

1 **REQUEST FOR PRODUCTION NO. 65:**

2 All documents concerning any communications between Bancorp and Synapse.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 65:**

4 Subject to and without waiving its general objections, as well as its objections to the
 5 definitions and instructions, Evolve specifically objects as follows:

6 Evolve objects to this Request on the ground that it seeks “All documents concerning any
 7 communications between Bancorp and Synapse,” because, on its face, the Request is overbroad,
 8 unduly burdensome, harassing, and not proportional to the needs of the case. By seeking discovery
 9 into all communications between Bancorp and Synapse regardless of whether they are related to
 10 the allegations in the Complaint or Yotta, the Request expressly seeks discovery not relevant to any
 11 party’s claim or defense in this Action. Evolve also objects to this Request as unduly overbroad,
 12 burdensome, harassing, irrelevant to any party’s claim or defense in this Action, and not
 13 proportional to the needs of the case because Plaintiff has not alleged any conduct by Bancorp.
 14 Moreover, Plaintiff voluntarily dismissed all claims against Bancorp, ECF No. 40.

15 Evolve also objects that the meaning of “concerning” is vague and ambiguous.

16 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 17 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 18 confidential supervisory information, and/or any other applicable privilege, as well as documents
 19 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 20 Code Ann. § 23-46-101.

21 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 22 information that constitute or contain confidential or proprietary business information, trade
 23 secrets, commercially sensitive information, and/or any other competitively sensitive information
 24 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 25 confidential or proprietary business information subject to a protective order entered between the
 26 Parties in this Action.

27 In light of the foregoing objections, Evolve will not produce documents in response to this

1 Request.

2 **REQUEST FOR PRODUCTION NO. 66:**

3 Documents sufficient to show each time Bancorp had an in-person meeting with Yotta,
 4 including (i) the date of the meeting, (ii) the location of the meeting and (iii) the subject matter of
 5 the meeting.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 66:**

7 Subject to and without waiving its general objections, as well as its objections to the
 8 definitions and instructions, Evolve specifically objects as follows:

9 Evolve objects to this Request on the ground that it seeks document to show “each” in-
 10 person meeting that Bancorp had with Yotta, because, on its face, the Request is overbroad, unduly
 11 burdensome, harassing, and not proportional to the needs of the case. By seeking discovery into
 12 all in-person meetings between Bancorp and Yotta regardless of whether they are related to the
 13 allegations in the Complaint, the Request expressly seeks discovery not relevant to any party’s
 14 claim or defense in this Action. Evolve also objects to this Request as unduly overbroad,
 15 burdensome, harassing, irrelevant to any party’s claim or defense in this Action, and not
 16 proportional to the needs of the case because Plaintiff has not alleged any conduct by Bancorp.
 17 Moreover, Plaintiff voluntarily dismissed all claims against Bancorp, ECF No. 40.

18 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 19 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 20 confidential supervisory information, and/or any other applicable privilege, as well as documents
 21 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 22 Code Ann. § 23-46-101.

23 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 24 information that constitute or contain confidential or proprietary business information, trade
 25 secrets, commercially sensitive information, and/or any other competitively sensitive information
 26 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 27 confidential or proprietary business information subject to a protective order entered between the

1 Parties in this Action.

2 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 3 documents equally available to Yotta. Evolve also objects that this Request is duplicative of other
 4 Requests.

5 In light of the foregoing objections, Evolve will not produce documents in response to this
 6 Request.

7 **REQUEST FOR PRODUCTION NO. 67:**

8 Documents sufficient to show each time Bank & Trust had an in-person meeting with Yotta,
 9 including (i) the date of the meeting, (ii) the location of the meeting and (iii) the subject matter of
 10 the meeting.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 67:**

12 Subject to and without waiving its general objections, as well as its objections to the
 13 definitions and instructions, Evolve specifically objects as follows:

14 Evolve objects to this Request on the ground that it seeks document to show “each” in-
 15 person meeting that Evolve had with Yotta, because, on its face, the Request is overbroad, unduly
 16 burdensome, harassing, and not proportional to the needs of the case. By seeking discovery into
 17 all meetings between Evolve and Yotta regardless of whether they are related to the allegations in
 18 the Complaint, the Request expressly seeks discovery not relevant to any party’s claim or defense
 19 in this Action.

20 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 21 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 22 confidential supervisory information, and/or any other applicable privilege, as well as documents
 23 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 24 Code Ann. § 23-46-101.

25 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 26 information that constitute or contain confidential or proprietary business information, trade
 27 secrets, commercially sensitive information, and/or any other competitively sensitive information

1 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 2 confidential or proprietary business information subject to a protective order entered between the
 3 Parties in this Action.

4 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 5 documents equally available to Yotta. Evolve also objects to the Request to the extent it is
 6 duplicative of other Requests.

7 In light of the foregoing objections, Evolve will not produce documents in response to this
 8 Request as written. Evolve is willing to meet and confer regarding the proper scope of this Request.

9 **REQUEST FOR PRODUCTION NO. 68:**

10 All documents concerning any communications between Defendant and Yotta.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 68:**

12 Subject to and without waiving its general objections, as well as its objections to the
 13 definitions and instructions, Evolve specifically objects as follows:

14 Evolve objects to this Request on the ground that it seeks “All documents concerning any
 15 communications between Defendant and Yotta” because, on its face, the Request is overbroad,
 16 unduly burdensome, harassing, and not proportional to the needs of the case. By seeking discovery
 17 into all communications between Evolve and Yotta regardless of whether they are related to the
 18 allegations in the Complaint, the Request expressly seeks discovery not relevant to any party’s
 19 claim or defense in this Action. Evolve also objects that the meaning of “concerning” is vague and
 20 ambiguous.

21 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 22 client privilege, work product doctrine, the bank examination privilege, restrictions on disclosing
 23 confidential supervisory information, and/or any other applicable privilege, as well as documents
 24 prohibited from disclosure pursuant to 12 C.F.R. § 309.1 *et seq.*, 12 C.F.R. § 261.1 *et seq.*, or Ark.
 25 Code Ann. § 23-46-101.

26 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 27 information that constitute or contain confidential or proprietary business information, trade

1 secrets, commercially sensitive information, and/or any other competitively sensitive information
 2 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 3 confidential or proprietary business information subject to a protective order entered between the
 4 Parties in this Action.

5 Evolve further objects to this Request as unduly burdensome to the extent it seeks
 6 documents equally available to Yotta. Evolve also objects to the Request to the extent it is
 7 duplicative of other Requests.

8 In light of the foregoing objections, Evolve will not produce documents in response to this
 9 Request as written. Evolve is willing to meet and confer regarding the proper scope of this Request.

10 **REQUEST FOR PRODUCTION NO. 69:**

11 Documents sufficient to identify Defendant's ownership structure, including any parents
 12 and subsidiaries.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 69:**

14 Subject to and without waiving its general objections, as well as its objections to the
 15 definitions and instructions, Evolve specifically objects as follows:

16 Evolve objects to this Request as overbroad, unduly burdensome, harassing, irrelevant to
 17 any party's claim or defense in this Action, and not proportional to the needs of the case because
 18 Plaintiff has not alleged any conduct by a parent or subsidiary of Evolve.

19 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 20 information that constitute or contain confidential or proprietary business information, trade
 21 secrets, commercially sensitive information, and/or any other competitively sensitive information
 22 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 23 confidential or proprietary business information subject to a protective order entered between the
 24 Parties in this Action.

25 In light of the foregoing objections, Evolve will not produce documents in response to this
 26 Request.

27 **REQUEST FOR PRODUCTION NO. 70:**

1 Your organization chart(s).

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 70:**

3 Subject to and without waiving its general objections, as well as its objections to the
4 definitions and instructions, Evolve specifically objects as follows:

5 Evolve objects to this Request as overbroad, unduly burdensome, harassing, irrelevant to
6 any party's claim or defense in this Action, and not proportional to the needs of the case because
7 Plaintiff does not allege that every department at Evolve was involved in the challenged conduct.

8 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
9 information that constitute or contain confidential or proprietary business information, trade
10 secrets, commercially sensitive information, and/or any other competitively sensitive information
11 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
12 confidential or proprietary business information subject to a protective order entered between the
13 Parties in this Action.

14 In light of the foregoing objections, Evolve will not produce documents in response to this
15 Request as written. Evolve is willing to meet and confer regarding the proper scope of this Request.

16 **REQUEST FOR PRODUCTION NO. 71:**

17 Bancorp's organization chart(s).

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 71:**

19 Subject to and without waiving its general objections, as well as its objections to the
20 definitions and instructions, Evolve specifically objects as follows:

21 Evolve objects to this Request as overbroad, unduly burdensome, harassing, irrelevant to
22 any party's claim or defense in this Action, and not proportional to the needs of the case because
23 Plaintiff has not alleged any conduct by Bancorp. Moreover, Plaintiff voluntarily dismissed all
24 claims against Bancorp, ECF No. 40.

25 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
26 information that constitute or contain confidential or proprietary business information, trade
27 secrets, commercially sensitive information, and/or any other competitively sensitive information

1 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 2 confidential or proprietary business information subject to a protective order entered between the
 3 Parties in this Action.

4 In light of the foregoing objections, Evolve will not produce documents in response to this
 5 Request.

6 **REQUEST FOR PRODUCTION NO. 72:**

7 All documents on which Defendant intends to rely or offer into evidence during trial or in
 8 this proceeding generally.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 72:**

10 Subject to and without waiving its general objections, as well as its objections to the
 11 definitions and instructions, Evolve specifically objects as follows:

12 Evolve objects to this Request on the ground that it seeks “All documents on which
 13 Defendant intends to rely or offer into evidence” because, on its face, the Request is overbroad,
 14 unduly burdensome, harassing, and not proportional to the needs of the case.

15 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 16 information that constitute or contain confidential or proprietary business information, trade
 17 secrets, commercially sensitive information, and/or any other competitively sensitive information
 18 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 19 confidential or proprietary business information subject to a protective order entered between the
 20 Parties in this Action.

21 Evolve also objects to this Request as premature because it does not yet know what
 22 documents it intends to introduce as evidence in trial or rely on generally in this proceeding.

23 In light of the foregoing objections, Evolve will not produce any documents or
 24 communications in response to this Request. Evolve is willing to meet and confer regarding the
 25 scope and timing of this Request.

26 **REQUEST FOR PRODUCTION NO. 73:**

27 All documents Defendant disclosed to any expert witness in this action.

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 73:**

2 Subject to and without waiving its general objections, as well as its objections to the
 3 definitions and instructions, Evolve specifically objects as follows:

4 Evolve also objects to this Request to the extent it seeks documents covered by the attorney-
 5 client privilege, work product doctrine, trial-preparation protection under Federal Rule of Civil
 6 Procedure 26, and/or any other applicable privilege.

7 Evolve also objects that this Request is premature as the pleadings are not settled and the
 8 Parties have not disclosed any expert witnesses.

9 Evolve also objects to this Request to the extent it seeks disclosure of documents and/or
 10 information that constitute or contain confidential or proprietary business information, trade
 11 secrets, commercially sensitive information, and/or any other competitively sensitive information
 12 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such
 13 confidential or proprietary business information subject to a protective order entered between the
 14 Parties in this Action.

15 In light of the foregoing objections, Evolve will not produce any documents or
 16 communications in response to this Request. Evolve is willing to meet and confer regarding the
 17 scope and timing of this Request.

18 **REQUEST FOR PRODUCTION NO. 74:**

19 All documents disclosed in Defendant'[s] initial disclosures under Rule 26(a) of the Federal
 20 Rules of Civil Procedure.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 74:**

22 Subject to and without waiving its general objections, as well as its objections to the
 23 definitions and instructions, Evolve specifically objects as follows:

24 Evolve objects to this Request to the extent it seeks disclosure of documents and/or
 25 information that constitute or contain confidential or proprietary business information, trade
 26 secrets, commercially sensitive information, and/or any other competitively sensitive information
 27 that could irreparably harm Evolve if disclosed to competitors. Evolve will only produce such

1 confidential or proprietary business information subject to a protective order entered between the
2 Parties in this Action.

3 In light of the foregoing objections, Evolve will not produce any documents or
4 communications in response to this Request. Evolve is willing to meet and confer regarding the
5 scope and timing of this Request.

6 Dated: March 13, 2025

7 ORRICK, HERRINGTON & SUTCLIFFE
8 LLP

9 By: /s/ Aravind Swaminathan

Aravind Swaminathan
Attorneys for Defendant
EVOLVE BANK & TRUST

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1 CERTIFICATE OF SERVICE

2 I certify that on March 13, 2025, I served via email Defendant Evolve Bank & Trust's
3 Objections and Responses to Yotta Technologies Inc.'s First Request for Production of
4 Documents and Things to all counsel of record for Yotta Technologies Inc. as follow:

5 Donald David Conklin, III (dc@mandelbhandari.com)

6 Evan Mandel (em@mandelbhandari.com)

7 Rishi Bhandari (rb@mandelbhandari.com)
Mandel Bhandari LLP

8 80 Pine Street

9 Ste 33rd Floor

10 New York, NY 10005

11 212-269-5600

12 _____
13 /s/ *Miwako Burleigh*
14 Miwako Burleigh